

AGENDA FOR

CABINET

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To: All Members of Cabinet

Councillors: M C Connolly (Leader) (Chair), R Shori (Deputy Leader & Cabinet Member for Health and Well Being), J Lewis (Cabinet Member for Communities and Culture), S Walmsley (Cabinet Member for Resource and Regulation), T Isherwood (Cabinet Member for Environment) and G Campbell (Cabinet Member for Children and Young People)

Dear Member,

Cabinet

You are invited to attend a meeting of the Cabinet which will be held as follows:-

Date:	Wednesday, 17 December 2014
Place:	Meeting Rooms A and B, Town Hall, Knowsley Street, Bury, BL9 0SW
Time:	6.00 pm
Briefing Facilities:	If Opposition Members and Co-opted Members require briefing on any particular item on the Agenda, the appropriate Director/Senior Officer originating the related report should be contacted.
Notes:	

AGENDA

1 APOLOGIES FOR ABSENCE

2 DECLARATIONS OF INTEREST

Members of Cabinet are asked to consider whether they have an interest in any of the matters of the Agenda, and if so, to formally declare that interest.

3 PUBLIC QUESTION TIME

Questions are invited from members of the public present at the meeting about the work of the Council and the Council's services.

Approximately 30 minutes will be set aside for Public Question Time, if required.

4 MINUTES *(Pages 1 - 8)*

To approve as a correct record the minutes of the meeting held on 26 November 2014.

5 DEVOLUTION AND GREATER MANCHESTER - IMPLICATIONS FOR BURY *(Pages 9 - 18)*

6 APPROVAL OF NEW TENANCY AGREEMENT *(Pages 19 - 88)*

7 MINUTES OF ASSOCIATION OF GREATER MANCHESTER AUTHORITIES / GREATER MANCHESTER COMBINED AUTHORITY *(Pages 89 - 98)*

To consider the minutes of meetings of the AGMA Executive Board and Greater Manchester Combined Authority held on 28 November 2014.

8 URGENT BUSINESS

Any other business which by reason of special circumstances the Chair agrees may be considered as a matter of urgency.

9 EXCLUSION OF PRESS AND PUBLIC

To consider passing the appropriate resolution under Section 100 (A)(4), Schedule 12(A) of the Local Government Act 1972, that the press and public be excluded from the meeting for the reason that the following business involves the disclosure of exempt information as detailed against the item.

10 DEMOLITION OF FORMER GREATER MANCHESTER POLICE HQ BUILDING, IRWELL STREET, BURY *(Pages 99 - 102)*

11 RADCLIFFE TEMPORARY SWIMMING POOL AND GYM *(Pages 103 -*

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Minutes of:	THE CABINET
Date of Meeting:	26 November 2014
Present:	Councillor M Connolly (in the Chair) Councillors G Campbell, A Isherwood, J Lewis, R Shori and S Walmsley
Apologies:	-
Public attendance:	no members of the public were in attendance.

CA.475 DECLARATIONS OF INTEREST

Councillor Connolly declared a personal interest in any matters relating to the fact that his partner is employed by Adult Care Services. A personal interest was also declared in respect of minute number CA.479 'Review of Council Owned Garage Sites – Phase 2' for the reason that Councillor Connolly rented a garage from the Council (covered under phase 1).

CA.476 PUBLIC QUESTION TIME

A period of thirty minutes was allocated for members of the public present at the meeting to ask questions about the work or performance of the Council or Council services.

No questions were asked.

CA.477 MINUTES**Delegated decision:**

That the minutes of the meeting held on 1 October 2014 be approved and signed by the Chair as a correct record.

CA.478 ANTI-SOCIAL BEHAVIOUR, CRIME AND POLICING ACT 2014

The Cabinet Member (Communities and Culture) submitted a report which provided an overview of the new provisions contained within the Anti-Social Behaviour, Crime and Policing Act 2014.

Members were requested to consider the approval of recommendations to enable the Council to ensure effective implementation of the powers. The report outlines how the Act streamlines tools for tackling anti-social behaviour with six new powers replacing 19 existing ones to allow anti-social behaviour to be tackled in a more effective and efficient manner. These include powers to help focus the response to anti-social behaviour on the needs of victims.

The report also outlined the work being undertaken, through the Bury Community Safety Partnership, to prepare for the Act and develop a response within the capacity and resources available to local agencies.

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An amendment was made to the recommendation on page 2 of the report submitted, under the heading 'Community Protection Notices', paragraph 2, changing the reduced payment period deadline from 14 days to 10 days from the issue of a Fixed Penalty Notice.

Delegated decisions:

1. That the new tools and powers in respect of tackling anti-social behaviour, as detailed in the report submitted, be noted.
2. That approval be given for a clear and consistent communication with all sections of the community to manage expectations and promote self help.
3. That approval be given to the following authorisations, subject to the amendment above, for the implementation of the Anti-Social Behaviour, Crime and Policing Act 2014:

Injunctions

- That the Executive Director (Communities and Wellbeing), in consultation with the Assistant Director (Legal and Democratic Services) and Cabinet Member (Communities and Culture), be given delegated authority, where appropriate, to seek a Civil Injunction in accordance with Part 1 of the Anti-Social Behaviour, Crime and Policing Act 2014.

Community Protection Notices

- That initially, officers from the Council's Environmental Health and Anti-social Behaviour Team be authorised, where appropriate, to serve Community Protection Notices and Public Space Protection Orders (in accordance with Part 4 of the Anti-Social Behaviour, Crime and Policing Act 2014).
- That the level of fines for Fixed Penalty Notices (FPNs) issued as a sanction for breaching Community Protection Notices and Public Spaces Protection Orders be set at £90 to bring them in line with other Greater Manchester authorities and that the level is reduced to £60 for payment within 10 days of the FPN being issued.
- Further consideration be given to the feasibility of Six Town Housing and other social landlords becoming agents of the Council for the purposes of issuing Protection Notices, in accordance with the provisions of the Act., subject to further Regulations being published.
- That over the next six months, the Head of Environmental Protection, in consultation with the Assistant Director (Legal and Democratic Services), work with Greater Manchester Police to agree local arrangements for the issuing of Community Protection Notices and Fixed Penalty Notices (for breach of CPNs) by them. As the Prosecuting Authority, the Council aims to ensure consistent and appropriate use.

Closure Notices

- That the Executive Director (Communities and Wellbeing), in consultation with the Cabinet Member (Communities and Culture), be granted delegated authority to issue a Closure Notice and apply for a Closure Order in accordance with Chapter 3 of the Anti-Social Behaviour, Crime and Policing Act 2014.

Anti Social Behaviour Case Reviews (Community Trigger)

- That the threshold for enacting Anti-Social Behaviour (ASB) Case Reviews be set at the minimum statutory level of 3 qualifying complaints within a six month period unless hate crime is a factor or where the victim scores 'amber' or 'red' on the risk matrix used to assess vulnerability in anti-social behaviour cases, in which cases immediate reviews may be enacted.
- That the following people be designated to respond to Anti-Social Behaviour Case Reviews (Community Trigger):
 - Acknowledgement – Anti-Social Behaviour Manager;
 - Outcome (of the request for a Review) – Executive Director of Communities and Well Being or a senior manager nominated by the Executive Director;
 - Appeal – Chair of the Bury Community Safety Partnership.
- That a review be conducted in six months to assess the impact of the legislation on demand.

Reasons for the decision:

1. The provisions of the Act enable the Council and its partners to tackle anti-social behaviour.
2. Resource constraints limit the extent to which these powers can be applied
3. The proposals outlined will ensure appropriate, consistent and proportionate use of the new tools and powers.

Other option considered and rejected:

To reject or amend the proposals.

CA.479 REVIEW OF COUNCIL OWNED GARAGE SITES – PHASE 2

The Deputy Leader and Cabinet Member (Health and Wellbeing) and the Cabinet Member (Resources and Regulation) submitted a report on a review of Council owned garage sites within Bury. The report identified there were originally 85 garage colonies throughout the Borough that are managed either by the Council's Corporate Property Services or by Six Town Housing.

The first review included an examination of the usefulness and value for money of these assets to ensure their continued operational usefulness. The review identified 33 sites initially requiring action based on low occupancy rates, low rental income/future liabilities. Each of the sites were subsequently evaluated in greater depth and discussed in consultation with elected Members, the garage tenants and residents living near to the colonies.

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Of the 52 other sites in Phase 2 of the review, three have been sold to adjoining properties and a housing association. The remaining 49 sites have been considered against the original review criteria. While most plots or garages were let to tenants, there is evidence of a declining demand.

Some of the garage sites have potential for development and could generate significant capital receipts, reduce revenue costs and provide sites for affordable housing developments. In view of the challenging targets for housing construction referred to within the Planning Core Strategy and pressures on the number of affordable housing properties in the Borough the report proposed that where development was possible it should be recognised as a higher priority than the provision of garage plots.

Delegated decisions:

That approval be given to either redevelop directly or dispose of Phase 2 garage sites on an individual basis where the Head of Property and Asset Management considers that there is potential for residential development.

Reason for the decision:

The decision is based on the results of options appraisal and awareness of greater pressure for new housing in the Borough

Other option considered and rejected:

Do nothing further. This involves no change of use for the remaining 49 sites in Phase 2 of the review. This is not a tenable long term solution due to the maintenance costs and management issues associated with a service declining in demand.

CA.480 CORPORATE PLAN PROGRESS MONITORING REPORT – QUARTER 2 2014-15

The Leader of the Council and Cabinet Member (Finance) submitted a report outlining the progress made during quarter two 2014-2015 for the corporate performance indicators and projects within the Bury Council Corporate Plan.

Decision:

That the report be noted.

Reason for the decision:

The Council publishes a Corporate Plan each year and the report provides details on the progress made on the performance targets.

Other option considered and rejected:

To reject the recommendation.

CA.481 TREASURY MANAGEMENT STRATEGY – MID YEAR REVIEW 2014-2015

The Leader of the Council and Cabinet Member (Finance) submitted a Treasury Management mid-year review report in compliance with CIPFA's Code of Practice. The report covered the following areas:

- An economic update for the 2014/15 financial year to 30 September 2014;
- A review of the Treasury Management Strategy Statement and Annual Investment Strategy;
- The Council's capital expenditure (prudential indicators);
- A review of the Council's investment portfolio for 2014/15;
- A review of the Council's borrowing strategy for 2014/15;
- A review of any debt rescheduling undertaken during 2014/15;
- A review of compliance with Treasury and Prudential Limits for 2014/15.

Delegated decisions:

1. That, in accordance with the CIPFA Code of Practice on Treasury Management, the report be noted.
2. That approval be given to the increase of the Counterparty investment limit for Barclays from £10m to £15m to reflect that Barclays will be the Authority's main banker for 2015.

Reason for the decision:

Treasury Management is an integral part of the Council's financial framework.

Other option considered and rejected:

To reject the recommendations.

CA.482 CORPORATE FINANCIAL MONITORING REPORT – APRIL 2014 TO SEPTEMBER 2014

The Leader of the Council and Cabinet Member (Finance) submitted a report informing Members of the Council's financial position for the period April 2014 to September 2014 and a projection of the estimated outturn at the end of 2014/2015.

The report also set out a proposed series of measures to curb spend in 2014/15 and proposed that this continue into 2015/16, as detailed in paragraph 3.7 of the report submitted. The report included Prudential Indicators in accordance with CIPFA's Prudential Code.

Delegated decisions:

1. That the financial position of the Council as at 30 September 2014 be noted.

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2. That approval be given to the s151 Officer's assessment of the minimum level of balances.
3. That approval be given to the series of measures to curb spend in 2014/2015 and 2015/2016, to be implemented with effect from 1 December 2014. The measures are as follows:
 - Freeze on external recruitment (exceptions to be signed off by Head of Human Resources & Organisational Development); internal recruitment will continue to support the redeployment process.
 - Re-launch Work Life Balance options around reduced hours / purchase of leave;
 - Cease all but essential spend on stationery, office equipment etc.;
 - Any spend >£500 to be signed off by Executive Director.
4. That it be noted that Executive Directors have been requested to:
 - Review the use of all casual/ agency staff/consultants;
 - Review arrangements for overtime/additional hours;
 - Review training commitments;
 - Review spend on IT/ Communications.

Reason for the decision:

The report provides important financial information on the performance of the Council budget and identifies spending pressures and measures to curb spend.

Other option considered and rejected:

To reject the recommendations.

CA.483 MINUTES OF ASSOCIATION OF GREATER MANCHESTER AUTHORITIES /GREATER MANCHESTER COMBINED AUTHORITY

Consideration was given to the minutes of the AGMA Executive Board and Greater Manchester Combined Authority meetings both held on 31 October 2014.

Decision:

That the minutes of the meetings of the AGMA Executive Board and Greater Manchester Combined Authority held on 31 October 2014 be noted.

CA.484 APPOINTMENTS

The following appointments were reported:

- Councillor T Tariq is appointed as Deputy Cabinet Member for Wellbeing
- Councillor A Cummings is appointed as a Council representative to the Bury Music Service.

Decision:

That the appointments be noted.

COUNCILLOR M CONNOLLY
Chair

(Note: The meeting started at 6.00 pm and ended at 6.20 pm)

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REPORT FOR DECISION



DECISION MAKER:	Council Cabinet
DATE:	10 December 2014 17 December 2014
SUBJECT:	Devolution and Greater Manchester Mayor: Implications for Bury
REPORT FROM:	The Leader
CONTACT OFFICER:	Assistant Director – Legal and Democratic Services
TYPE OF DECISION:	CABINET (KEY DECISION)
FREEDOM OF INFORMATION/STATUS:	This paper is within the public domain
SUMMARY:	This report sets out the implications for Bury Council of the recent Agreement with Government to devolve functional and fiscal responsibilities, alongside a staged approach to Greater Manchester governance arrangements. The report outlines the importance of the emerging devolution deal and how it supports Bury's priorities and its role in shaping Greater Manchester priorities; the proposed Governance arrangements; and the relationship between Bury, Greater Manchester Combined Authority (GMCA) and a Greater Manchester Mayor.
OPTIONS & RECOMMENDED OPTION	<p>Council and Cabinet are asked to note and if appropriate comment on the report; and recommend that the Council;</p> <ol style="list-style-type: none"> 1. Endorse the principles which have guided Greater Manchester's approach to devolution and governance changes. 2. Welcome the Devolution Agreement and the significant switch in powers and access to resources it represents, which will have a positive impact on those who live and work within Bury and Greater Manchester. 3. Support the proposed changes in governance, including an Appointed Mayor as the eleventh Member of GMCA as a transition to a Directly Elected Mayor for Greater Manchester. 4. Note the balance between new powers to be vested in the GMCA, as well as new powers to be vested in the directly elected Mayor, who will be

	<p>the Chair of the GMCA and accountable to the Cabinet of Leaders in the exercise of those powers; and the Mayor and the Cabinet being the subject of scrutiny by the GMCA Pool.</p> <ol style="list-style-type: none"> 5. Agree that the proposed governance arrangements reflect the circumstances within Greater Manchester, which has a long track record of collaboration amongst the local authorities and with business. 6. Remind the Government and the range of local stakeholders that Bury and Greater Manchester will remain fully committed to greater fiscal devolution and to working with other UK City Regions and London in particular to make the case for this over the coming months. 7. Recommend the GMCA to conclude the statutory review of Governance arrangements as soon as possible, to enable a final scheme to be submitted to the Secretary of State as a pre-requisite to the changes being made to the Statutory Orders to give effect to the transitional arrangements. 8. Delegate authority to the Chief Executive in consultation with the Leader to respond formally to the GMCA consultation on devolution in the terms set out in this report; and to finalise on behalf of Bury Council, the Council's response to the final terms of the Governance arrangements including the terms of the Statutory Order. <p>The reason for the recommendations is to respond to the recent Agreement with Government to devolve functional and fiscal responsibilities; alongside a staged approach to Greater Manchester governance arrangements.</p>
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IMPLICATIONS:	
Corporate Aims/Policy Framework:	Do the proposals accord with the Policy Framework? Yes
Statement by the S151 Officer: Financial Implications and Risk Considerations:	There are no financial implications at this stage and Finance will be engaging with GM colleagues as this progresses.

Statement by Executive Director of Resources and Regulation:		
Equality/Diversity implications:	There are no workforce or community equality issues arising from this report.	
Considered by Monitoring Officer:	Yes Legal implications are addressed within the body of the report and the	JH

	Appendix.
Wards Affected:	All
Scrutiny Interest:	

TRACKING/PROCESS

DIRECTOR: Chief Executive

Chief Executive/ Strategic Leadership Team	Cabinet Member/Chair	Ward Members	Partners
Scrutiny Committee	Cabinet/Committee	Council	

1 Background

- 1.1 Greater Manchester has been at the forefront of the national debate on devolution. The priorities around growth and public service reform, shared with Bury are widely recognised to be distinctive and wholly appropriate for the long term success of the area. The long held ambition of GMCA has been to develop a new 'place-based' partnership with Government. Negotiations with Government officials over the last few months have focused on making this a reality now and over the life of the next Parliament.
- 1.2 On the 3rd November the 10 Leaders of the Greater Manchester Local Authorities and the Chancellor of the Exchequer signed the Draft "Greater Manchester Agreement: Devolution to the GMCA and transition to a directly elected Mayor" (the Agreement) which had been negotiated between the Government and the GMCA.
- 1.3 This historic Agreement represents a major transfer of power and responsibilities from central Government to Greater Manchester, alongside governance changes. It sets out a "road map" that transfers functions and access to resources now and which can lead to Greater Manchester over time having influence, if not control, over all public spending within GM; through a governance structure that provides strong leadership whilst protecting the integrity and the existing role and functions of local authorities. The Agreement confirms the move to an Appointed Mayor as the eleventh member of the GMCA as a transition to a directly elected Mayor in 2017 with a Cabinet of Leaders. The election of a GM Mayor will require new legislation.
- 1.4 The powers and resources set to be devolved to Greater Manchester are not exhaustive. GMCA will be able to add to them as discussions with Government are progressed. The focus of this Agreement has been on what can be achieved quickly. With the exception of much of the transport component and the role of the Police and Crime Commissioner (PCC), all of the additional powers can be devolved to Greater Manchester quickly and without new legislation.
- 1.5 Greater Manchester Authorities have all been invited to submit comments on the principles underpinning the changes and the Agreement by the 15th January at the latest. The report to the Combined Authority that sets out the principles and the Agreement itself are attached at Appendix 1.

2.0 Implications for Bury

- 2.2 The Agreement has significant benefits for Bury in supporting the delivery of key priorities as set out in the Council's Corporate Strategies and Corporate Plan.

The Agreement will support delivery of the public service reform programme locally, which includes key workstreams of Integrated Health and Social Care, Complex Dependent Families, Early Years, Worklessness and Skills and Transforming Justice, plus the connections between all workstreams.

It will also set a secure long term framework for delivering growth and reform objectives across the City Region and position Greater Manchester and Bury at the heart of the economic revival of the North of England.

Devolving more policy-making and funding down to the City Region level offers the opportunity to better tailor such decision-making to the particular needs of the conurbation and by implication Bury Borough. Bury will need to fully engage in this Agenda.

The delegation arrangements should reinforce the credibility & influence of the Greater Manchester region on the global stage and help to increase the overall levels of economic investment into the sub-region, from which Bury could look to benefit in terms of local economic growth.

Bury already makes an important contribution to GDP of the City Region and the Borough has the capacity for future growth, so there is scope to use delegation arrangements to foster our local growth agenda & priorities.

A "road map" has been developed to enable new functions (with access to resources) to be transferred from national Government for discharge at Greater Manchester level; building upon the existing Combined Authority model which has a track record of achievement across Greater Manchester.

The Agreement includes significant new responsibilities and powers that will directly support delivery of priorities.

Fiscal devolution will remain a priority for Greater Manchester but it is recognised that the case for this will need to be made separately, with the support of Core Cities and London over the coming months.

- 2.3 Greater Manchester and Bury's Vision and strategic priorities.

Greater Manchester's vision is to be a world class city as competitive as the best international cities:

- that stands out as enterprising, creative and industrious
- with highly skilled and motivated people
- living in successful neighbourhoods whose prosperity is environmentally sustainable, and
- where all our residents can meet their full potential, and are valued and secure.

Bury Council's vision is to lead, shape and maintain a prosperous sustainable Bury that is fit for the future.

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Bury's economic priorities of business growth, inward investment and raising employment and skill levels, are key objectives of the Greater Manchester Growth and Reform Plan. The Council, is actively engaged in Greater Manchester growth initiatives, such as creating the conditions for growth through new development sites for both housing and employment uses, revitalising our town centres and supporting new and existing businesses.

Closely linking the local growth and reform activities, through activity such as recruitment and skills assistance for priority groups for jobs created from business growth, will have the maximum benefit for the Borough and enable Bury to benefit from and contribute to the growth of Greater Manchester, which the Devolution Agreement supports. The Agreement will see more pace and intensity injected into the reform approach with much higher government expectations around impact.

3.0 Impact of the Devolution Agreement

31 The Devolution Agreement is strongly aligned with these priorities and will support their delivery. Importantly it provides an opportunity to accelerate delivery, particularly of Bury growth and reform objectives. This will help to rebalance resources towards universal services more quickly than would otherwise be the case.

3.2 The Agreement will support the growth ambitions of Bury. In particular it will:

(a) Improve transport in Bury helping people to access jobs. The Agreement is a major step forward in creating an integrated transport network. The commitment to legislate to enable Greater Manchester to re-regulate buses and introduce a bus franchising model where Greater Manchester will have new powers over fares, routes, frequency and ticketing will transform the bus network and benefit the people who live and work in Bury and use buses. It will allow the network, which has a current annual turnover estimated at £265m, to be planned and managed as part of an integrated transport system and will be underpinned by a Smartcard system for integrated ticketing. The commitment to 'carve out' the national funding for Bus Operators Grant (around £15m) and the National Concessions scheme (just over £50m) will enable Greater Manchester to maximise outcomes by aligning all revenue support. Additional responsibilities to manage local rail stations and to improve joint working with the highways agency will further improve the effective management of the transport network.

Underpinning these operational issues will be the stability provided by a multi-year transport settlement which, on the basis of recent levels of funding, could be in the order of £100m a year across Greater Manchester. This will build on the Greater Manchester Transport Fund and allow for a long term sustained capital investment programme. The changes to the Earn back Model, by removing the complex formula that is part of the existing arrangement, give significant additional comfort that it can generate the remaining £800m that has been earmarked over 30 years. This means that the extension of Metro link to Trafford Park will be delivered, completing the existing GM Transport Fund Programme, which will further support Bury residents to access key employment areas and the jobs that are created in them.

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- (b) Accelerate the delivery of new homes. A £300m Housing Investment Fund, recyclable over a 10 year period, will provide up to 15,000 additional homes over the next 10 years across Greater Manchester. The mechanisms in place through the Agreement and the changes made to our local partnerships arrangements will mean development opportunities can be brought sooner than would otherwise be the case.
- (c) Ensure residents have the skills that the local economy needs: The Agreement provides a step change by committing Government and Greater Manchester to working through a re-commissioning process to reshape and restructure further education provision by incentivising skills providers to align their offer to Greater Manchester's skills needs. The agreement gives Greater Manchester control over £55 million of skills funding through a review of adults skills provision (which has a budget of £50m) and through the devolution of the Apprenticeship Grant for Employers (£5m). It also gives Greater Manchester influence over a further £310m of skills funding: £140m relating to apprenticeships via the devolved Apprenticeship Grant for Employers, and £170m of EFA funding for 16-19 year olds. This will mean that Bury residents will be better equipped to access the jobs that are being created in both the growth sectors of the economy and in those sectors such as advanced manufacturing that are not growing in terms of employee numbers, but are strategically very important to Greater Manchester and have an ageing workforce.
- (d) Supporting growth in key sectors: we need to create new business, support existing business to grow and attract more inward investment. Establishing the Growth Hub has been a positive step in coordinating the offer to business to support their growth in Greater Manchester. However, it is still difficult to join up national, local, public and private business support services – meaning businesses struggle to access the right support at the right time to help them grow and innovate. Government will transfer business support budgets (estimated at £7m per year) to Greater Manchester to allow us to provide a fully integrated service. The expectation is that there will be efficiency gains and the opportunity to leverage European funds, generating additional investment of £10m a year. The ability to offer comprehensive business support through the Growth Hub will overcome one of the main criticisms by businesses – that the complexity of schemes and confusion of how to access help deters them from taking up support. This means that more Bury businesses can be supported in a more effective way.
- (e) Bury is very pro-active in terms of promoting local business growth and investment, including through collaborative working with the Greater Manchester Growth Hub. However, the devolution of funding programmes and related decision-making down to the Greater Manchester level offers greater scope for more businesses to access the support they need to improve productivity and foster growth.
- (f) Supporting our growth priorities will be a planning framework that encourages sustainable growth: Greater Manchester will be given the power to create a Statutory Spatial Framework. This will guide investment decisions and ensure a coherent approach to housing, employment and infrastructure development across the city region ensuring that all parts of the region are able to contribute to growth and

share in the benefits of success. The Framework will need to be approved by all members of the Combined Authority which provides incentives and safeguards that will ensure close working across the 10 authorities and with the Mayor. The evidence base for the refreshed Manchester Local Development Plan will be developed alongside the Greater Manchester spatial framework, to ensure that the two documents are aligned and that the GM spatial framework fully reflects Bury priorities. There is a sound basis to work from given the clear priorities that are set out in the existing GM Strategy that identifies the importance of the regional centre for employment growth alongside other economic drivers including the Airport.

3 3 The Devolution Agreement is a major step forward in the delivery of the Bury's public sector reform agenda. This is designed to support better outcomes for residents and ensure that more of them are able to contribute to and benefit from the economic success of the Regional Centre. The strategic focus on these outcomes and the development of evidenced approaches underpinned by cross agency investment agreements is a distinguishing feature of the Greater Manchester model. It is an area where real change is needed that improves outcomes for residents, helping more people back into work, increasing our productivity and reducing the cost of high dependency public services. We recognise the critical relationship between creating jobs and sustainable growth and reforming public services so that more of our people can benefit from and contribute to Bury success. The Agreement commits Government to work with GMCA across the spectrum of public service reform: complex dependency and supporting people into work, early years and health and social care.

3 4 In particular the Agreement will:

- (a) Increase the number of people in work and reduce dependency: Greater Manchester has been at the forefront of work to reduce levels of complex dependency and help people back into work. The Agreement, gives Greater Manchester control of a budget of £100 million to enable this to be scaled up so that 50,000 people across Greater Manchester who have struggled to find work will be supported to get into jobs. The programme therefore has the potential for a major impact in the Bury. In addition Greater Manchester will pilot a programme to support people over the age of 55 with long term health conditions back into work. The business cases for both of these programmes will be developed over the next few months. It has also been agreed that Greater Manchester will co-commission the next phase of the Work Programme with the Department for Work and Pensions, giving Greater Manchester influence over a budget of £100m.
- (b) Contribute to health improvements: The Agreement promotes the development of an integrated health and social care strategy through pooling budgets across Greater Manchester to reduce the pressure on A+E and avoid hospital stays. This is intended to lead towards multi-year funding allocations. The Government has invited GMCA and clinical commissioning groups working with the range of NHS stakeholders to develop a business plan that will accelerate the joining up of services and provision of new primary and community facilities. The intention of this plan will be to establish a transformation fund which is likely to be around £300m from existing resources to pump prime investment in community based care. Such an approach would be aligned with Bury priorities to ensure better services and outcomes for residents whilst

managing with significantly reduced budgets.

- (c) Ensure that children have the best possible start in life: The Agreement commits Government to work with Greater Manchester to develop a further Early Years pilot to improve school readiness and attainment of children so that they get the best possible start in life. The business plan to be developed will set out how we plan to work with schools to agree the use of Dedicated Schools Grant to support the roll out of the Early Years new delivery model, (potentially worth £5-10 m per annum across Greater Manchester), and seek further powers to influence and coordinate all Early Years funding in Greater Manchester (currently around £363 million), primarily across health and local government.

- 3.5 The merging of the role and responsibilities of the PCC with the elected Mayor will support safer neighbourhoods and focus and integrate resources around local priorities. The resources currently under the control of the Police and Crime Commissioner (a budget of c£650 million per annum) will be brought under the control and accountability of the GMCA. Successful delivery of the growth and reform programmes has the potential to reduce the costs spent on targeted services and increase our ability to invest in high quality universal services for all residents.

4.0 Governance

- 4.1 Greater Manchester has a long history of collaboration amongst the 10 local authorities which culminated in a seamless transition from voluntary arrangements for collaboration to formal integrated governance through the Combined Authority. Greater Manchester's governance has developed and evolved over time and has operated successfully across political party lines. This stable partnership approach has seen significant achievements. It has also provided the platform to properly establish which functions are best delivered at Greater Manchester level and those which operate best at individual local authority level. Protocols have been published which codify and strengthen local member participation and ensure a clearer understanding of what the GMCA and AGMA are delivering in localities and how to contribute to GM priorities.
- 4.2 The Greater Manchester leaders instigated a Governance review earlier in the year, recognising that there was a pressing need to increase Executive Political leadership capacity. This considered how to strengthen governance with an 11th Leader appointed to chair the GMCA.
- 4.3 In order to secure greater levels of control and influence over new responsibilities and resources, Parliament has consistently demanded some form of directly elected leadership. This requirement will never change and without it Greater Manchester will not pass the test of direct accountability to enable it to take on central government functions.
- 4.4 This means that new Governance arrangements are necessary as part of the Devolution Agreement. These new proposed arrangements build on local experience and the Greater Manchester governance review rather than on importing models from elsewhere. The London Mayoral model was not seen as a relevant model for Greater Manchester as it would introduce a two-tier governance model with fragmented responsibilities for growth and reform.

- 4.5 The Agreement provides for a staged approach to governance change. The first step would see an Appointed Mayor as the 11th member of the GMCA with executive powers but also with each of the 11 members having one vote each on strategic matters. This would require a change to the Statutory Order which could be completed by the middle of next year.
- 4.6 This would lead to step two (which requires a change in legislation), a directly elected Mayor who will chair a Cabinet of Leaders. It is envisaged that, subject to legislation, an election for the Mayor would take place in 2017. The intention would then be to increase further the levels of control and influence over all public spending in Greater Manchester, currently £22bn, with responsibilities being assumed from national government to enable local government and local members to better discharge their existing functions. This third step would be supported by consistently high level performance of the governance model over the coming years and, crucially, delivering better outcomes for local people than would otherwise be the case.
- 4.7 The GMCA will remain responsible, and receive additional powers for business support, skills, complex dependency and health and social care. On public service issues the GMCA members and the Mayor will each have one vote, and policy will be agreed by a majority vote.
- 4.8 The directly-elected Mayor will be responsible for the new powers in relation to transport, planning, housing and policing (and with them the role currently covered by the Police and Crime Commissioner). The Mayor will however be required to consult the GMCA Cabinet on his/her strategies, which the Cabinet may reject if two thirds of the members agree to do so. The GMCA Cabinet will also examine the Mayor's spending plans and will be able to amend those plans again if two-thirds of members agree to do so. The statutory spatial framework will require the approval of a unanimous vote of the Cabinet. The decisions of the Mayor and the Cabinet will be scrutinised by the GM Scrutiny Pool.
- 4.9 Where the devolution of new responsibilities is possible without legislation these will be passed to the GMCA now. Some powers, funding for large strategic projects post 2016/17 and future funding from the revised Earn back deal will be conditional upon GM implementing the GM Mayoral Model.
- 4.10 The principles that support the relationship between Greater Manchester and the local authorities will continue to underpin the way that the new model operates. The total emphasis has been on a transfer of powers from national government to Greater Manchester and the relationship between the local authority Leaders who form the Mayor's Cabinet and the Mayor will protect the integrity of local authorities, whose functions will remain unchanged. This has been an important principle underpinning the design of strengthened governance. The proposed structure provides checks and balances that will ensure that the 10 authorities and GMCA maintain the strong successful integrated approach that has evolved over time.

5.0 Implementing the Agreement

- 5.1 The GMCA has formally endorsed the Devolution Agreement (as attached Appendix 1) at its meeting on 3rd November. The intention is to move as swiftly as possible to implement the first stage of the proposals. All GM authorities, the GM LEP and Business Leadership Council have been invited to submit comments no later than the 15 January. This will enable the GMCA to

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finalise more detailed proposals for submission to the Secretary of State as soon as possible.

- 5.2 In parallel to the legislative aspects of the Agreement, work needs to be taken forward to develop the key deliverables that are included, in particular the detailed business cases in relation to the public sector reform priorities. Arrangements will be put in place by the GMCA Head of the Paid Service and the GM Wider Leadership Team to ensure that these are developed in a timely way and, more widely, that there is effective monitoring of the Agreement's execution. This will include ensuring a sound basis for monitoring outcomes across Greater Manchester and for Bury itself.

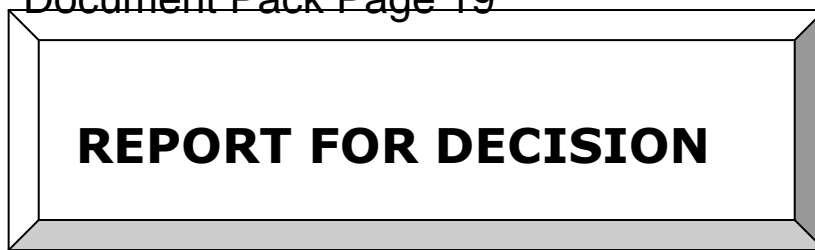
List of Background Papers:-

GM Devolution Agreement

Contact Details:-

Jayne Hammond, Assistant Director Legal & Democratic Services
Bury Council
The Town Hall
Knowsley Street
Bury, BL9 0SW

Email: j.m.hammond@bury.gov.uk
Tel: 0161 253 5237



DECISION OF:	Cabinet
DATE:	17 December 2014
SUBJECT:	Approval of New Tenancy Agreement
REPORT FROM:	Councillor Rishi Shori Deputy Leader of the Council and Cabinet Member Health and Wellbeing
CONTACT OFFICER:	Maria Worthington Business Manager for Neighbourhoods Six Town Housing Marcus Connor Corporate Policy Manager
TYPE OF DECISION:	COUNCIL (KEY DECISION)
FREEDOM OF INFORMATION/STATUS:	This paper is within the public domain.
SUMMARY:	<p>Bury Council's current tenancy agreement for lettings of its residential dwellings, was last reviewed in 2009. In line with good practice the Council and its managing agent, Six Town Housing, have reviewed this document. The revisions, in particular, take into account changes in national legislation and local policies.</p> <p>Extensive consultation has already been carried out on the proposed document and the key changes to it, including discussions with Councillor, tenants, residents, and officers from the Council, Six Town Housing and Springs Tenant Management Organisation. The issues raised have, whenever possible, been incorporated into the new document.</p> <p>Subject to Cabinet approval, it is proposed to carry out</p>

	<p>the statutory consultation on the new tenancy agreement in the New Year, with any further changes delegated to the Executive Director of Communities and Wellbeing, to allow it to become effective as from 1 April 2015.</p>
<p>OPTIONS & RECOMMENDED OPTION</p>	<p>The options for consideration are:</p> <p>Option 1 – Do nothing. This would result in the Council continuing to use the current version of tenancy agreement. However, this document has been found to not be 'fit for purpose' in light of recent legislative changes and examples of good practice.</p> <p>Option 2 – Approve the consultation on the new draft tenancy agreement, with approval for any changes arising from the consultation to be delegated to the Executive Director for Communities and Wellbeing, allowing the new tenancy agreement to be implemented from 1 April 2015.</p> <p>Recommendation Option 2 is the recommended option as this would ensure that the Council has a 'fit for purpose' tenancy agreement, and so better able to take enforcement action against any breaches of the agreement. Regular review of the tenancy agreement is also considered to be good practice, allowing the Council to review the range of services offered and the way these are provided to customers.</p>
<p>IMPLICATIONS:</p>	
<p>Corporate Aims/Policy Framework:</p>	<p>Do the proposals accord with the Policy Framework? Yes</p>
<p>Statement by the S151 Officer: Financial Implications and Risk Considerations:</p>	<p>The current tenancy agreement was drafted in 2009 and now requires updating to reflect legislative and policy changes e.g. Welfare Reform, Revised Allocations Policy, and new Anti Social Behaviour legislation.</p> <p>The new agreement allows the Council and Six Town Housing to more proactively manage tenancies, ultimately leading to better use of the Council's housing stock, and a better service for tenants.</p>
<p>Health and Safety Implications</p>	<p>There are no implications in terms of Health, Safety and Welfare.</p>
<p>Statement by Executive Director of Resources (including Health</p>	<p>There are no additional resource implications arising from the report.</p>

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and Safety Implications)	
Equality/Diversity implications:	Yes (see paragraph below)
Considered by Monitoring Officer:	Yes Comments Legal consideration has been given to the new draft tenancy agreement and there are no legal issues relating to the variations, reasons for the variation or proposed amendments.
Wards Affected:	All Wards
Scrutiny Interest:	Overview and Scrutiny Committee

JH

TRACKING/PROCESS

DIRECTOR:

Chief Executive/ Strategic Leadership Team	Cabinet Member/Chair	Ward Members	Partners
10.11.14			
Scrutiny Committee	Cabinet/Committee	Council	
	17.12.14		

1.0 BACKGROUND *[brief]*

1.1 Bury Council’s current housing tenancy agreement has been in place since 2009. In line with good practice, a review of the document has been carried out, in particular taking into account a number of legislative and policy changes, such as

- a) response to Welfare Reform;
- b) changes in the Council’s Allocation Policy;
- c) response to the Council’s Strategic Tenancy Policy;
- d) response to the Anti Social Behaviour, Crime and Policing Act 2014; and
- e) general legislative changes

1.2 The review has taken into account the responses to a number of consultation exercises with Councillors; officers from relevant Council and Six Town Housing Departments and Springs Tenant Management Organisation; and tenants and residents.

1.3 The key changes to the tenancy agreement have been:

- a) stating the need for two tenancy visits by officers from the Council’s managing agent (Six Town Housing) during the first 12 months of the tenancy;
- b) emphasising the need for tenant(s) to pay their rent on time;

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- c) allowing the Council or their managing agent (Six Town Housing) to carry out work on a property prior to termination of the tenancy in order to reduce void turnover time;
- d) stressing why another home may not be offered in circumstances such as eviction; abandonment; outstanding rent arrears or leaving the property in poor condition;
- e) strengthening the Council's position in respect to the rules that apply to tenant(s) wishing to take in a lodger;
- f) increasing tenant(s)' responsibility for reporting to the Council or their managing agent (Six Town Housing) any faults in their properties that may damage other properties;
- g) placing greater emphasis on rights of the Council or their managing agent (Six Town Housing) to gain access to properties, including to allow them to carry out tenancy checks;
- h) increasing health and safety measures, including the Council or their managing agents (Six Town Housing) enforcement powers and the responsibilities of tenant(s) not to tamper with meters;
- i) restricting the number of animals that can be kept at a property;
- j) ensuring that adapted properties are only allocated to and occupied by those in need of the adaptation, in accordance with the Council's Strategic Tenancy Policy;
- k) strengthening of the Anti Social Behaviour Section including Absolute Powers of Possession and new criteria for enforcement of the new Anti Social Behaviour, Crime and Policing Act 2014 which came in force on 20 October 2014.

1.4 Subject to Cabinet approval, and in accordance with statutory requirements the following consultation will be undertaken:

- a) 14 January 2015: Issue of a Preliminary Notice which informs tenants of the intention to serve a Notice of Variation and specifies the proposed variations and their effects (28 days consultation period)
- b) 18 February 2015: Notice of Variation served stating the date it will take effect; usually accompanied by a FAQ sheet. N.B. This is a change to the conditions and not an issue of a new tenancy. (28 days consultation period).
- c) 1 April 2015 proposed implementation date.

1.5 In order to be able to take into account any comments that are received as a result of the statutory consultation and to ensure that the new tenancy agreement can be introduced by 1 April 2015, it is requested that any changes are delegated to the Executive Director for Communities and Wellbeing.

2.0 ISSUES *[brief]*

2.1 Risk Management (including Health and Safety)

2.1.1 There is a risk to the Council and their managing agent (Six Town Housing) from not introducing the new tenancy agreement in that enforcement powers available to landlords against those in breach of the conditions of their tenancies will not be fully available for use.

2.1.2 The new tenancy agreement will protect the welfare of officers and other tenants by placing new or reinforcing health and safety obligations of tenants.

2.2 Equality and Diversity

- 2.2.1 Due to the tenancy agreement addressing the requirement of the Council's Strategic Tenancy Policy to ensure that adapted properties are lived in by the person for whom the adaptation was provided and that that adaptation is still required, there will be a positive impact on disabled applicants and their carers.

3.0 CONCLUSION

- 3.1 The introduction of the new tenancy agreement will allow a more effective landlord and tenancy management service to be offered by the Council and their managing agent (Six Town Housing).
- 3.2 There are two options available to Cabinet, Option 1 – Do Nothing is not viable as this would result in the Council continuing to use the current version of tenancy agreement. However, this document has been found to not be 'fit for purpose' in light of recent legislative changes and examples of good practice.
- 3.3 It is recommended that Cabinet approve Option 2, to approve the consultation on the new draft tenancy agreement, with approval for any changes arising from the consultation to be delegated to the Executive Director for Communities and Wellbeing, allowing the new tenancy agreement to be implemented from 1 April 2015. This would ensure that the Council has a 'fit for purpose' tenancy agreement, and so better able to take enforcement action against any breaches of the agreement. Regular review of the tenancy agreement is also considered to be good practice, allowing the Council to review the range of services offered and the way these are provided to customers.

List of Background Papers:-

Draft Tenancy Agreement

Contact Details:-

Maria Worthington
Business Manager for Neighbourhoods
Six Town Housing

Marcus Connor
Corporate Policy Manager

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Tenancy Agreement

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(for secure, demoted and introductory tenancies)

Definitions

Assignment

The process of passing all your tenancy rights and responsibilities over to another person.

Assured tenancy

A tenancy granted by a registered provider (a housing association) which is similar to a secure tenancy.

Deed of assignment

The deed which is required to assign your tenancy to another person before the date your tenancy ends.

Demoted tenancy

A tenancy which was secure but which has been demoted by the Court on the application of the Landlord. The demoted tenancy will be similar to an introductory tenancy.

Fixtures and fittings

All fittings that have been installed at the property including those which become fixtures by becoming part of the premises e.g. laminate flooring, shower fittings appliances and including installations for supplying or using gas, electricity and water.

Furnished tenancy

A tenancy that includes a furniture package of carpets, curtains, electric cooker and fridge-freezer. You pay an extra charge for a furnished tenancy.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, driveways, boundary walls and fences let with the property.

Improvement

Any alteration to the property that adds to its value and improves the property.

Injunction

A court order which might tell a person that they are not allowed to do something or that they have to do something.

Introductory tenancy

An introductory tenancy is a probationary tenancy for a period of 12 months (or longer if we extend it). If you break the conditions of your introductory tenancy, we can end the tenancy before you become a secure tenant. (See below for a definition of secure tenant.)

Local area

The whole of the estate the property is on, including privately-owned properties, housing-association properties and privately-rented properties.

Lodger

Someone who shares your home with you but does not have exclusive right to any part of your home.

Mutual Exchange

Your right as a secure tenant to exchange your tenancy with another secure tenant or with an assured tenant provided both parties have the written consent of their Landlord.

Neighbours

Your neighbours include everyone living in the local area, whether they own their homes, are council tenants or housing-association tenants.

Notice to quit

A written document your landlord gives you or you give your landlord which ends a person's occupation of a property on the date of the notice. These will only be used in cases where there is no tenancy in place.

Notice of seeking possession

A written document which states that your landlord may apply to Court to take back the property and sets out the reasons for doing this.

Notice of termination

A notice you give to your landlord to end your tenancy.

Property

The property this agreement relates to, including the garden if you have one.

Over occupied

This is where a property is overcrowded and the test for this is set out in the Housing Act 1985.

Relative

Your parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives, adopted children and in-laws.

Secure tenant

As a secure tenant you have the right to stay in your home unless a court grants an 'order for possession' of the property.

Shared areas

The parts of a building which all tenants can use – for example, halls, stairways, entrances, landings, shared gardens and landscaped areas.

Sublet

To allow someone the right to live in part of your home for a period of time in return for rent. They will usually do their own cooking and cleaning.

Succession

If you die, another member of your household can sometimes take over your tenancy. Only certain people have the right to do this.

Under occupied

This is where the property has more bedrooms than are needed for the household.

Vehicle

A car, bus, lorry, motorbike, bike, boat, caravan and so on.

We, us, our

Bury Council (the landlord).

Written permission

A letter from us giving you permission to do certain things. We will not withhold our permission unreasonably.

You

The tenant. In the case of joint tenants, 'you' means any one or all of the joint tenants.

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If you want to contact us for anything that you need our permission in writing for, or to give us notice in writing, please write to:

**The Chief Executive
Six Town Housing
6 Knowsley Place
Angouleme Way
Bury
BL9 0EL**

Please note, you can only give us notice that you are ending your tenancy in writing or by telephone.

You can phone us on **0161 686 8000**.

Or, you can e-mail us at: **enquiries@sixtownhousing.org**

We will consider your last known address to be the property this agreement relates to, unless you tell us that your address has changed.

We will send you all letters and notices which relate to this tenancy in the following ways.

1. Delivering it by hand to you in person or to any adult at your home.
2. Delivering it by hand to your home by posting it through the letterbox, leaving it at the property or by fixing it to any part of your home that this tenancy agreement relates to.
3. Delivering it to your last known address (if this is different from the address on this agreement) by posting it through the letterbox, leaving it at the property or by fixing it to any part of the property.
4. Sending it by recorded delivery or by first-class post to your home or your last known address or work address.

You agree that any notice we send you is valid if it is served on you in any of these ways.

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Section 1 General Information

This tenancy agreement sets out your rights and responsibilities as an introductory tenant, a secure tenant or demoted tenant of Bury Council. If you are an introductory tenant, your tenancy will automatically become a secure tenancy after one year, unless you break any of the conditions of the tenancy during the first year and we extend the period of your introductory tenancy or apply to the court to end your tenancy. Most rights and responsibilities apply to introductory and secure tenants, but we have made it clear if there is a difference.

Please tick the appropriate box:	<input type="checkbox"/> This is an introductory tenancy <input type="checkbox"/> This is a secure tenancy
----------------------------------	---

This is a tenancy agreement between us as the landlord, and you as the tenant.

1. Full Name	
Date of birth:	
National Insurance No.	

2. Full Name	
Date of birth:	
National Insurance No.	

3. Full Name	
Date of birth:	
National Insurance No.	

4. Full Name	
Date of birth:	

National Insurance No.	
------------------------	--

If this is a joint tenancy, the word 'you' means all tenants listed in this agreement.

The property let to you is:	
-----------------------------	--

The property has:bedroomsgarden (shared or sole)access(shared or sole)boundary fences (map attached)
-------------------	---

The tenancy is weekly and begins on (date) :	
--	--

You must keep to the terms of the tenancy from this date.

You must pay rent starting from Monday (date) : for the week ahead.	
--	--

The following people will normally live in this property.

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	

National Insurance No.	
------------------------	--

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Change of circumstances or details - You must tell us about any change in your circumstances or details as soon as possible after the change.

Changes you must tell us about include:

- if you change your name
- if you get married or enter into a civil partnership and live together
- if your husband, wife or civil partner dies
- you get divorced or your civil partnership ends and you no longer live together
- your children leave home
- you need any adaptations to your home

A civil partner is someone who has entered into a formal arrangement (known as a 'civil partnership') with a same-sex partner so that they have the same legal status as a married couple.

You must tell us if anyone named in this agreement leaves; dies or if someone new moves in. This includes any additional children you may have or children who leave home. These changes may affect any benefits you receive or the suitability of the property for your needs.

Section 2 Introductory Tenants

a This is an introductory tenancy until:

The tenancy will automatically become secure on	
---	--

unless we have started court action against you to evict you (remove you from your home), or we have given you notice in writing to extend your introductory tenancy We will only do this if you have broken the conditions of this agreement.

We will visit your home within 4 - 6 weeks of you moving in to discuss how you are managing your tenancy and inspect your property. We will write to you telling you the date and time we will be coming. You must be available for this visit.

The tenancy will be reviewed with you before the following date unless the introductory tenancy has been extended. You must be available for this visit:	<ul style="list-style-type: none"> • insert date 7 months from sign up
--	---

b Introductory tenants only

Unless you are transferring, assigning or taking over a tenancy by succession from a secure or assured tenancy you will start your tenancy as an introductory tenant.

An introductory tenancy is a weekly tenancy which lasts for a trial period of one year (or longer if we decide to extend it). After the trial period, it becomes a secure tenancy if you have kept to all the conditions of your tenancy during the trail period.

By law, during your introductory tenancy, you do not have the same rights as a secure tenant. You:

- do not have the right to buy your home;
- do not have the right to exchange your home;
- do not have the right to sublet your home;
- cannot vote to change your landlord;
- cannot transfer or assign your tenancy to someone else (see section 3); or
- cannot assign an introductory tenancy unless the court has made a property adjustment order or an order for financial relief under a specific family and marriage law, or you assign it to a potential successor.

In certain circumstances, we may let you;

- take in a lodger;
- make alterations or improvements to your home.

However, you must get our written permission to do this first. We may refuse permission, if you do not meet certain conditions. Please ask us for more information. If you do not tell us your tenancy could be at risk.

c Extending or ending your introductory tenancy

If, during your introductory tenancy, you break any of the tenancy conditions listed in section 7a, we may:

1. deal with the matter informally;
2. give you a 'notice of extension' to extend your introductory tenancy by six months; or
3. give you a 'notice of proceedings' telling you that we are going to ask for a court order to take back your home.

Extending your introductory tenancy

If you break any conditions of your tenancy, under the Housing Act 2004 we have the right to extend your introductory tenancy by six months.

If we choose to extend your introductory tenancy we will give you a 'notice of extension' at least eight weeks before your introductory period ends. The notice of extension will list our reasons for extending your introductory tenancy.

In every case we will do our best to act reasonably.

Ending your introductory tenancy

If we choose to end your tenancy, we will give you a 'notice of proceedings' at least four weeks before your introductory tenancy ends. The notice of proceedings will list our reasons for ending your tenancy.

The court will give us a court order to end your tenancy as long as it is satisfied that we have followed the correct legal procedures. You will then be required to leave your home or we can apply to evict you (remove you from your home).

Asking for a review

If you receive either a 'notice of extension' or a 'notice of proceedings' you have the right to ask us to review our decision about giving you a notice.

You should get independent legal advice if we send you a notice. You can find details on how you do this on the notice.

If you want us to review our decision about a notice, you must follow the procedure set out in the notice.

You must do this within 14 days of us serving the notice upon you.

Section 3 Secure Tenancies

Most council tenants are secure tenants and are protected by the Housing Act 1985. This means that we cannot make you leave your home without getting a court order.

Assigning or transferring your tenancy

You cannot assign a secure tenancy unless one of the following applies:

- You complete a deed of assignment as if you were exchanging (swapping) your tenancy with another of our tenants;
- A court order has been made against you under a specific marriage and family law (plain English statement); or
- You assign (swap) your tenancy to someone who has the right to take over the tenancy by succession (see section 8).

In all cases, you must complete a deed of assignment and we must give you our permission.

Please contact us if you want more details about assigning your property.

Joint tenancies

If you are a joint tenant you are individually responsible for the whole tenancy. This means that, if you miss your rent payments, you are responsible for the full amount that is due. The same condition applies if you break any of the other conditions of your tenancy.

Section 4 Demoted Tenancies

Under the Housing Act 1986 as amended by the Anti Social Behaviour Act 2003, we can apply to the court for a demotion order which will change your tenancy from a secure tenancy to a **demoted tenancy**. We will serve a notice of proceedings before we serve a demotion order on you giving you our reasons for applying for a demotion order. This notice must be served on you before we can start court action.

If we are granted a demotion order, the demoted tenancy agreement will have the same terms as an introductory tenancy agreement as well as any conditions the judge says you must keep to as part of the demotion order.

We may apply any other terms of the tenancy which applied before the demotion order, by giving you a statement of those terms. However, we cannot create or use new terms which were not in the previous terms of the secure tenancy.

The court can only grant us a demotion order if you, or any other person you live with or who visits you:

- behaves antisocially, or causes a nuisance to, or annoys someone; or
- uses, or threatens to use, the property for unlawful purposes such as handling stolen goods; and
- it is reasonable to make the order.

If the court grants a demotion order, the demoted tenancy will usually last for 12 months unless:

- the court cancels the demotion order;
- we or you end your tenancy;
- you die and there is no-one entitled to take over the tenancy by succession.

Ending your demoted tenancy

If you break any of the conditions of the demoted tenancy, we may choose to end the tenancy. In these circumstances we will give you a **'demoted notice of proceedings for possession'** at least four weeks before your demoted tenancy is due to end. This notice will list our reasons for applying to end your tenancy.

The demoted tenancy will then continue until either:

- we withdraw the notice of proceedings;
- six months passes and we have not started the process of taking back your home; or
- the proceedings are issued within six months and the court decides that you can stay in the property.

By law, if the court grants us a possession order we could evict you from (make you leave) your home. Before the court will make an order for possession, it must be satisfied that we have acted in line with our procedures.

Asking for a review

If we give you a **'demoted notice of proceedings for possession'** you have the right to ask us to review our decision.

In these circumstances, you should get independent legal advice. If you want to ask us for a review, you must follow the procedures set out on the notice and within 14 days of us serving the notice upon you. For more information, see our leaflet about demoted tenancies.

Section 5 Rent and Other Charges (for secure, demoted and introductory tenancies)

a Paying your rent

You must pay your first week's rent when you sign your tenancy agreement (including any service charges and support charges)

The amount you must pay us each week:	£
---------------------------------------	---

Paying rent and other charges is one of your most important responsibilities. Your weekly rent and other charges are due on (or before) Monday each week and you must pay **on time**. If you do not pay your rent you could lose your home.

The amount you must pay each week is made up as follows.

Rent:	
Heating charges:	
Service charges:	
Furniture charges:	
Support charges (see below):	
Total:	

Support charges could be made for example for services provided in sheltered accommodation or home support services.

b Rent and other charges

You must pay your rent and all other charges **for the whole property** on time, every week unless we have agreed that you can pay them at

another time, for example, every month. If you pay monthly, this must be on time for the month ahead.

There are some 'rent-free' weeks when you do not have to pay any rent – we will give you details of this. If you owe us rent you must continue to pay us in these 'rent free' weeks, until you have paid what you owe.

If you are a joint tenant, you are responsible for all of the rent and all the other charges, and for unpaid rent should you fall behind with your rent payments. We can claim back all the rent that you owe for your home from any or all of the joint tenants.

If you do not pay the rent and other charges on time, or do not keep to an agreement to pay, we will take legal action to claim back what you owe us and you may lose your home.

If you receive any welfare benefits you must pay us the full amount of rent and any service charges due for your home every week on time. If your benefits do not cover your full rent, you must pay us the rest.

We can also claim back any rent or money you owe from any previous homes where you had a tenancy with us. We can make arrangements with you to pay the amount you owe.

c Increasing your rent and other charges

We will give you at least four weeks notice in writing if we are going to change your rent. However, we have the right to increase other charges with less notice.

d Other information about charges

We will charge you for all our legal costs set by the court if we take action against you.

You must pay us any amount shown in this agreement or that we give you written notice about after the start of your tenancy.

e Refunds

If we owe you any money, such as compensation (for example, for something we have not done) or decoration vouchers, we will first use this money to pay any rent or any other charges you owe us before we give you a refund.

If you pay more money into your rent account than you need to (it is in credit) you may ask us for a refund.

If you want to apply for a refund please contact us and provide us with your bank details.

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Section 6 Ending Your Tenancy (for secure, demoted and introductory tenancies)

a Ending your tenancy

When you decide to end your tenancy and move out of the property you must:

- give us four weeks notice that you want to leave the property (this can be in writing or you can phone us or call at our offices but we do not accept email or text);
- allow our employees and contractors to enter the property at reasonable times to inspect it (we will give you at least 24 hours' notice of this visit);
- allow our employees and contractors to enter the property at reasonable times to complete any repair or improvement work needed. We may also ask you if we can bring new tenants to view your home (we will give you at least 24 hours' notice of this visit);
-
- pay your rent until the day your tenancy ends;
- let us have your new address;
- give us all the keys to the property either before or on the day your tenancy ends including key fobs for shared areas, garage keys and any door-entry fobs;
- pay all the rent and other charges up to the date of the end of your tenancy (after your tenancy ends, we will take any rent and other charges you have not paid from any money we owe you);
- remove all your furniture and belongings from the property (we will get rid of any items you leave behind and charge you for doing this);
- remove all rubbish from inside and outside the property (if we have to do this for you we will charge you);
- make sure all the fittings and fixtures you have installed with our permission and which you are leaving in the property are in good working order (if you are not sure about this contact us to discuss the matter to avoid any unnecessary costs);
- replace or repair broken items which belong to us (we may charge you if we have to replace or repair anything);

- leave the property clean and tidy (we will charge you if we have to clean your property);
- clear your own loft space;
- leave all furniture we provided you with in the property, if you have a furnished tenancy;
- make sure the gardens are clear of any rubbish and are tidy, and leave your bins inside the property (we will charge you if we have to clear your garden);
- make sure everyone leaves the property when you move out; and
- make sure there are no pet(s) left in the property.

If you return the keys without telling us you want to end your tenancy, we will assume you want to end your tenancy and we will charge you up to four weeks rent.

We will charge you if we have to do any of the above work for you.

There are rules about who can have another council property in the future. Examples of why you may not be offered another council home include:

- you are evicted;
- you abandon your home (leave without telling us or returning the keys);
- you leave your home owing rent (without making an agreement to pay back what you owe); or
- you leave your home in poor condition without paying for the repair or replacement of any damaged areas.

If you die

If you die, a member of your family can contact us to arrange a shorter or longer tenancy end date. However, if your family request an extended period, the rent will be due until the tenancy is terminated.

Please see section 8 about succession which is when another member of your household may be allowed to take over the secure tenancy if you die.

Joint tenancy

If you are a joint tenant, your tenancy will end if one of you gives us notice to end it. We will decide whether to give the remaining occupier or occupiers a new tenancy, offer them another property or ask them to move out. If you are a joint tenant you do not have an automatic right to stay in the property once one of the other joint tenants has ended the tenancy.

b Abandoning your tenancy

If you abandon your tenancy (leave the property) and do not return the keys to us or give us notice that you are leaving, we will serve a notice of possession (at the address shown on this tenancy agreement) to end your tenancy. If you do not contact us within 28 days of the notice to tell us you still want to stay in the property, we will apply to the court to take possession of the property and remove all the items you have left in the property. We will also charge you for removal and/or storage of these goods, for changing the locks and for any other work that we have to carry out.

Section 7 Our Rights

a Secure tenants only

We will not interfere with your right to live in the property, as long as you keep to the conditions of the tenancy. We cannot end your tenancy without getting a court order.

We can only get a court order for certain reasons (known as 'grounds for possession'). These are set out in the Housing Act 1985 (as amended), and are summarised below.

b Grounds for possession

We could repossess (take back) your home for the following reasons;

- You do not pay your rent or you break some other condition of your tenancy (if you do not pay your rent, we will ask you why and will try to help you by giving you advice);
- You cause a nuisance to or annoy your neighbours, or are convicted of using the property for illegal or immoral purposes;
- You use violence or threaten to use violence against someone else;
- You do not keep the property, fixtures, fittings and furniture in a good state of repair;
- You got the tenancy by giving us or allowing someone on your behalf to give us false information;
- You give or receive any money for exchanging your tenancy with another tenant;
- You are living in a property which is within the boundaries of a building we own or run (such as a school or social-services home), you are employed by us and your behaviour is not acceptable and it would not be right for you to continue living in the property;
- You refuse to leave a property which we have offered you temporarily while we carry out work to your usual home; or
- You do not allow us into your property to service the gas appliances or carry out routine electrical or other inspections.

c We may apply to court to repossess your home, but provide you with other suitable accommodation if we need to take back your home for any of the following reasons:

- By law, we consider your property is overcrowded (there are too many people living in it);
- We want to knock down, rebuild or carry out work to your home or to the surrounding land and cannot do this while you are living there;
- You are living in a property that is in an area included in a redevelopment scheme approved by the Secretary of State, and we plan to give the property to this scheme;
- You no longer work for us but live in or within the boundaries of a building or cemetery we own or run and we need to let the property to a new employee;
- You are living in a property which has been adapted for someone who has a disability but the person with the disability no longer lives there and we need the property for another person with a disability;
- You are living in a property which we let to people with disabilities and is near a children's or adult's care service but there is no longer anyone living in the property with those disabilities and we need the property for someone with disabilities ; or
- You took over the tenancy after the previous tenant died, and you were not the previous tenant's partner, and the property is larger than you reasonably need. (We can only use this reason between six and 12 months after the previous tenant died.) The court will take account of things such as your age, how long you have lived in the property and the support you gave the previous tenant.

Section 8 Your Rights (for secure, demoted and introductory tenancies)

a Your rights as a tenant

Right to repair

There are certain circumstances when you can arrange your own repairs. For details of the right-to-repair scheme, please contact us and ask for the leaflet 'Your right to repair'. This leaflet explains your rights and what you should do.

Lodgers and changes to members of the household

You can take in a lodger without our permission except in the following circumstances when you must ask our permission:

- If you are an introductory tenant;
- Your home may become overcrowded;
- You live in sheltered accommodation;
- You have been re-housed as a result of domestic abuse from that person;
- The person whom you wish to move into your home is subject to or has been subject to court proceedings issued against them by us in relation to housing matters.

If you take in a lodger it might affect any claim you make for any welfare benefits. Lodgers must also keep to the conditions of the tenancy agreement and we will take action against you if they do not.

You must give us details of anyone who lives in your property.

Succession

If you die, someone else can succeed to (take over) your tenancy if they qualify. A person only qualifies to take over your tenancy if they live in the property as their only or main home when you die and they are your husband, wife or civil partner, or another member of your family and they have been living with you for at least 12 months before you die. If the property does not meet or exceeds the housing needs of the person taking over the tenancy, we have the right to offer them another property. Your tenancy can only be succeeded to once. If someone

applies to take over your tenancy they must apply in writing within one month of your death. If no-one applies to take over your tenancy within one month of your death, we will end the tenancy. If you die while you are still an introductory or demoted tenant, the person who succeeds to your tenancy will also be an introductory or demoted tenant and will only become a secure tenant on the date shown in section 2. If more than one person qualifies to take over the tenancy, we will decide who is the most suitable person to be the tenant. Please contact us for more information about who may qualify to take over your tenancy, and some special conditions for different types and sizes of properties.

Consulting you

You have the right to be consulted on any changes we make to the conditions of your tenancy. Your tenancy handbook tells you more about how we do this.

Improvements

You have the right to carry out alterations and improvements such as installing a shower and fitting new kitchen units. You must get our written permission for all alterations and improvements. Please contact us for more information.

If we refuse to give you permission for any alterations and you have already started the work, you must stop the work immediately. You must also put the property back to its original condition if we ask you to.

Compensation

When your tenancy ends, you may qualify for compensation for improvements you have carried out to your home. We will only pay this compensation when the tenancy ends and where we have agreed there have been improvements made. Please contact us as soon as possible when you are considering making improvements to your property.

Right to information

You have the right to see any information we have about you and your tenancy. You will not be allowed to see any information that:

- is not about you;
- is confidential; or
- someone else has given us.

Data protection

Under The Data Protection Act 1998 and our own Data Protection policy on confidentiality, we will treat any information you or someone else gives us about you with respect.

We will however, give other people or organisations your information if, by law, they are entitled to see it. We keep to the Data Protection Act 1998 when we deal with your personal information.

Right to complain

Please contact us if you are not happy with the standard of our services, if you think we have done something wrong or if we have not done something we should have. If you would like to complain you can do this in a variety of ways. Please see our complaints and compliments leaflet or contact us for more details.

Tenants' and residents' groups

You can join an existing local tenants' and residents' group or you can start one. Please contact us for more information.

b Your rights as a secure tenant

Security of tenure (secure tenants only)

You have the right to live in the property as long as we do not have any grounds for possession (see section 7), as set out in the Housing Act 1985 (as amended).

Right to buy (secure tenants only)

You have the right to buy your home under the right-to-buy scheme, though there are certain limits. If we are taking legal action against you for antisocial behaviour we may chose to suspend your right-to-buy application until the matter is sorted out. Please contact us or see your tenant handbook for more details.

Subletting (secure tenants only)

You have the right to sublet part of your property, but you must get our written permission first. Subletting means that someone lives with you who was not part of your household when you first moved in. They must

pay you rent and have the right to live in a separate part of your home. They will usually do their own cooking and cleaning. You cannot sublet the whole property. If you sublet part of your property it might affect any claim you make for welfare benefits.

Stock transfer (secure tenants only)

You have the right to vote in a ballot about any plans we have to change your landlord.

Right to mutually exchange (secure tenants only)

If you are a secure tenant you have the right to mutually exchange your home with another tenant of Bury Council, a registered social landlord or another local council. You must get our written agreement first. Please contact us if you want to exchange properties.

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Section 9 Repairs (for secure, demoted and introductory tenancies)

a Repairs - our responsibilities

You must report faults and any repairs that are needed immediately. This includes problems with other tenants' homes that are causing damage to your home.

You must not delay in reporting any faults that would damage another property such as allowing water to leak into other property causing unnecessary damage. If you do, we may charge you for the cost of any additional damage caused as a result of the delay.

We are responsible for repairing and maintaining the following.

The structure and the outside of the property including:

- the roof;
- chimneys;
- ceilings;
- pipes;
- drains, soil and waste pipes;
- inside and outside doors;
- gutters and down pipes;
- floors;
- window frames;
- steps and stairs;
- paths to the front door and one row of flag stones around the building;
- plastering inside and rendering outside;
- walls; and
- kitchen and bathroom fixtures.

(See your tenant handbook for more details.)

Shared areas including the following:

- Stairways;

- Walkways;
- Windows;
- Doors and door-entry systems;
- Lifts;
- Rubbish chutes;
- Shared television aerials;
- Shared lighting;
- Common rooms;
- Paving; and
- Entrance halls and landings.

Services that we have installed including:

- electric wiring;
- electric sockets;
- light fittings;
- gas and water pipes;
- heating equipment (such as fires, radiators and storage heaters); and
- water-heating equipment (such as boilers and immersion heaters).

Maintenance

We will decorate the outside of the property and any shared areas during other planned maintenance work we have to carry out.

We will maintain all the fixtures and fittings in your property unless they belong to you.

We make certain types of repair work a priority depending on the type of repair.

You can find more details in your tenant handbook.

We do not have to rebuild your home if it is destroyed by a fire, storm or any other similar disaster, however, we will provide you with suitable alternative accommodation where required.

b Repairs – your responsibilities

You are responsible for repairing or replacing any items that you, your friends and relatives, children, pets or any other person living at or visiting the property have damaged.

You are also responsible for maintaining, repairing or replacing:

- fuses;
- toilet chains;
- small cracks in the plaster;
- garden fences and gates;
- any pipework you have installed (such as connections to washing machines, showers or gas fires);
- fixtures, fittings and appliances you have added;
- fixtures, fittings and appliances you have damaged;
- plugs for sinks and baths;
- door chains and letter boxes;
- television aerials (unless we have provided a shared aerial);
- inside decoration (for health and safety reasons you must not paint gas fires and boiler casings); and
- locks and window panes under certain conditions (please see section 9d).

c General repairs that you must pay for

We have the right to repair and charge you for any damage you cause including:

- alterations you have made without our permission or that are not to a suitable standard;
- if you or someone else living with you or visiting your property deliberately damaged or neglected your home;
- repairing your drains if you or anyone living with you or visiting your property caused the blockage by neglect or carelessness; and
- cleaning up after your pet(s), including controlling pests such as fleas, and repairing any damage they have caused.

d Repairs to doors and windows that you must pay for

We will charge you if we have to get into the property or replace the locks because you have:

- lost your keys; or
- locked yourself out by leaving your keys in the property.

We may also charge you for the following:

- Boarding up and replacing doors and windows, unless the damage was caused as a result of a serious crime by a person other than you;
- Windows which you have not repaired and reglazed within four weeks of them being broken. We will carry out these repairs and may charge you the cost of boarding up and reglazing the windows; or
- The cost of dealing with repairs that we later find are your responsibility.

We have a standard call-out charge if you ask us to carry out an emergency repair that is your responsibility. Please contact us for more information about this.

e Improvements and alterations

You have the right to carry out improvements and alterations to your property **but you must get our written permission first**. Please contact us for more information. You may need to get other types of permission too, for example, planning permission and building regulations approval.

Please ask us for advice.

Some examples of improvements or alterations which you need to ask us about include but are not limited to:

- Artexing walls and ceilings;
- Tiling floors or walls;
- Laying laminate flooring;
- Installing fitted kitchen units;
- Fitting a bathroom suite or an electric shower;

- Replacing inside and outside doors;
- Removing inside walls or building partitions;
- Building fireplaces or fire surrounds, including replacing or installing a gas or electric fire;
- Fitting wood panelling or cladding;
- Fitting built-in wardrobes or cupboards;
- Putting up wall lights and ceiling lights, and changing electrical wiring;
- Altering the central-heating system, for example, pipe work and radiators;
- Building sheds, garages, greenhouses, outhouses and decking;
- Fitting closed-circuit television systems (CCTV); or
- Fitting security alarms.

This is not a full list so please check with us about any alterations you want to make. When you apply to carry out an improvement or alteration, we may need to get into your property so that we can decide whether you can go ahead.

If you have carried out improvements to your property without our permission, we may ask you to put the property back to its original condition. You may have to pay for the cost of this work if we have to do it for you.

f More information about repairs

- You must not attach or use ceiling fans in rooms where there is also a gas fire fitted.
- If you have fitted anything that prevents us getting access to your home or any part of it to carry out any necessary work, it is your responsibility to remove it so we can carry out the work. For example, you may have to take up laminate flooring if we need to get under the floorboards, and you will be responsible for relaying the floor after we have carried out any work.
- If we make improvements to your home, we will try our best to match our work to the existing decoration in your home. We will assess each case and decide whether we are going to redecorate for you or make a contribution to your redecorating costs.

- You must not paint boiler casings, electric storage heaters, gas fires or heaters.
- You must not damage your property or put your neighbours in danger when installing temporary festive lights or decorations inside or outside your home. You should only put up lights or decorations for things like Christmas, Divali and so on, for as long as that particular festival lasts. Any lights or decorations you put up must meet British Safety Standards.

If we have to remove decorations for you after any festival has finished we will charge you for this and any repair work we need to carry out to your property as a result.

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Section 10 Your Responsibilities (for secure, demoted and introductory tenancies)

a Access

You must allow us, or anyone working on our behalf, into your property to inspect it or carry out repairs and improvements. This will include taking photographs to update information needed by us about you or our property that you live in.

We will need access to carry out the following:

- Inspect the condition of our property and make sure the details we hold about your home and the people that live there are correct;
- Inspect adaptations or carry out work required before you terminate or leave your property;
- Carry out any repairs to our property;
- Carry out any repairs to a neighbour's home or to repair drains, paths, corridors, fences or any other structure or service you share with other people;
- Carry out any work to put right anything in your home which may cause a risk to your health or to the health of others;
- Improve your home such as replacing any equipment we have provided for supplying your heating and hot water, or improving the insulation or roofing;
- Service your gas appliances at least once a year; and /or
- Meet any other responsibility as your landlord.

This is not an exhaustive list.

You must allow us into your property during normal working hours. We will try to give you 24 hours' notice if we need to get into your property. If you do not let us into your property after we have given you reasonable notice we can seek a court order against you to allow us to get into your home and we will charge you the cost of this action. If you do not allow us access in these circumstances we will take action and you may lose your home and/or be sent to prison.

In emergencies, we may need to get into your home immediately. If you do not let us in you could be putting yourself and your neighbours at risk.

We carry out visits to your home on a regular basis to make sure that our properties are being lived in by the right people; the information we hold about you and your family is correct and that the property is being kept in good condition. We will take a photograph of you when you sign for your home and attach this photograph on your tenancy agreement, stored on our computer system, which we will inspect as part of the tenancy visit. If we do not have an up to date photograph of you, we will ask for photographic identification such as a driving licence or passport during the tenancy visit. This will help us to identify people who should not be living in our properties and tenants who have sublet their homes illegally. We will not share your photograph with anyone else unless we have to by law. We will also ask you for information about your household and tenancy during this visit to ensure our records remain up to date.

We have the right to inspect your property, or any furniture and fittings we supply under the furnished tenancy scheme, if we give you reasonable notice in writing.

b Gas and electrical inspections

You must let us into your home to service your gas appliances and carry out routine electrical inspections. We will give you reasonable notice.

If you do not let us or our contractors in, we will take legal action against you to allow us access into your home. If we take legal action, we will charge you the cost of this action.

You (or anyone living with you or visiting your property) must not:

- tamper with gas or electricity supplies;
- tamper with the meters;
- by pass the meters in order to steal electricity; or
- use halogen lighting and reflective tents so as to create a potential fire hazard.

c Healthy and safe environment

You must keep our property, the garden and the area around it clean and tidy and free from bad smells, rats, mice and other pests. You must make sure that any rubbish is removed from your home as soon as possible and put in the areas, containers or recycle bins that have been provided. If you do not, we may arrange to get into your property to clean it and remove the rubbish, if necessary. We will charge you for any work we have to carry out. Or, we may take court action to get an injunction order or possession order against you and we will charge you the cost of taking this action.

You must not throw or leave any rubbish in any shared hallway, corridor, garden or other communal area or on any other resident's property. We work with Environmental Health to take action against fly tipping and keep our estates clean and safe for all residents.

d Aerials, closed-circuit television (CCTV) or flag poles

You must not put up a CB, radio aerial, satellite dish, closed-circuit television camera, microphones or recording equipment or similar item such as a flag pole unless you have our written permission. You are responsible for repairing and maintaining your own TV aerial unless we have provided you with an aerial system you share with other tenants. If any damage to the property is caused as a result of the installation or removal of such items you will be responsible for the cost of the repair.

e Spending time away from home

You must write and tell us if you are going to be away from the property for more than 28 days or if the property is regularly empty during the week, for example, because you work away from home. If you do not tell us that you are going to be away for 28 days or more we will assume you have abandoned your home. We will then take legal action to take back possession of your home. If you subsequently return prior to a possession order being obtained you will be responsible for our legal costs.

f Your main home

You must live in the property as your only or main home. If you do not, you will no longer be a secure tenant and we may be entitled to take back your home.

g Garden

You must keep your garden tidy by regularly cutting the lawns and trimming the hedges and bushes. If the garden is overgrown and there is not a good reason why you have not maintained it, we may do the work and charge you for it. Or, we may take court action against you and charge you the cost of this action.

You must not keep rubbish, furniture, vehicles, household appliances or any other article such as food which would cause bad odours or encourage vermin in the garden area that may effect the quality of life for those in the local area. We will give you seven days' notice to remove the items. If you do not remove them within seven days, we may do it for you and charge you. Or, we may take court action against you and charge you our costs.

h Fences, hedges and trees

You must not remove, alter, replace or plant any hedge or tree, or put up a fence, without getting our written permission. Hedges should not be more than two metres high. You must not allow them to overhang into any other property or onto any pathway.

Fences should not be more than one metre high in the front of the property and two metres high at the back of the property.

i Garages, sheds, greenhouses and other structures

You must not build or put up any garage, shed, greenhouse or similar structure unless you have our written permission. If you do we may ask you to remove it, or we will remove it for you and charge you.

j Syringes

You must not leave used syringes in areas where anyone may come in contact with them. Get rid of used syringes safely. Please contact Environmental Health on **0161 253 5000** for more details.

k Shared areas

You (or anyone living with you or visiting your property) must keep all shared stairways, halls and landings clean and clear of rubbish and other items. You must not use these areas for storage. This is a fire safety requirement and if you obstruct these areas you will be breaking the law.

We will remove anything you leave in these areas and charge you for doing this. Or, we may take court action against you and charge you the cost of this action.

You must keep any area we have set aside for keeping household rubbish or bins clean and tidy.

You (or anyone living with you or visiting your property) must not tamper with security and safety equipment in shared blocks – you should not prop doors open or leave them on the latch and you should not let anybody you do not know into the block without seeing their identification.

You must not tamper with or alter lighting or other fixtures, fittings or equipment in any shared area or lift.

You must not tamper with any post or items which do not belong to you.

You (or anyone living with you or visiting your property) must not use the shared areas for any illegal activity such as selling illegal substances, storing stolen goods or prostitution.

You (or anyone living or visiting you) must not cause any nuisance; drink alcohol; use illegal substances or make excessive noise in any shared area.

You must not use any shared loft space for storage of any items.

You must not keep any mobility scooter in any shared area.

No smoking

You (or anyone living with you or visiting your property) must not smoke anything, including cigarettes, e-cigarettes, pipes, cigars and herbal cigarettes, in enclosed public spaces. This includes shared areas of flats and sheltered housing such as stairways, community rooms and lifts and any other shared area. This means if you do smoke in these areas, you will be committing a criminal offence and breaking your tenancy agreement.

I Vehicles

You, or anyone living with you or visiting you, must not do any of the following.

- Park any vehicle anywhere on the property unless the property has an approved hard standing (a driveway or paved area for parking) with a dropped kerb. (Please contact us for more details if you want to build a hard standing.)
- Park any motor home, caravan, boat or trailer within the location of the property unless you have our written permission.
- Park any vehicle over 1.5 tonnes in weight at the property or on any land we own.
- Park any vehicle on grassed areas, including grass verges.
- Receive payment for repairing any vehicle at the property.
- Carry out major repairs to any vehicle at the property or on the road around your property.
- Park any vehicle which is illegal or is not roadworthy (a vehicle which has been stolen, does not have a current MOT certificate or has not been taxed) on any land we own. If you do, we will ask you to remove it within seven days of us giving you notice. If you do not remove it, we may ask someone to remove it on our behalf and we will charge you the cost of doing this. Or, we may take court action against you and charge you the cost of this action.

- Keep motorbikes or other vehicles inside the property or in the shared areas.
- Park vehicles where they block the road for other people, including the emergency services.
- Drive cars, motorbikes, mopeds, quad bikes, mini motorbikes or any other motorised vehicles in the area around your property or your estate so you cause a nuisance to or distress to or intimidate other people.
- Play loud music from your vehicle or any vehicle visiting or connected to your property.

m Materials which could catch fire

You (or anyone living with you or visiting your property) must not keep any dangerous materials, bottled gas, paraffin or petrol in your home or in any shared area.

You can keep a small amount of petrol to use in a lawn mower or similar garden tool but you must store it in a proper container and keep it in a locked shed or similar structure.

You must not use portable gas heaters at the property without our written permission.

n Business

You must not use the property for running a trade or business without having our written permission and applying for, and receiving, planning permission from the council.

We will not withhold our permission unreasonably but we will not give you permission to run a business from your home if we feel this may cause a nuisance to or annoy others or might damage the property.

You must not display any notice or sign about your business. If you share any areas of your property with other people, you must not use these areas in a way which puts their safety at risk.

o Pets and animals

The number of animals you keep must not cause suffering to the animals, cause a nuisance or be unsafe to your household or your neighbours.

You must not keep any animal in your property which we feel is unsuitable. Please contact us if you are not sure whether an animal is suitable.

Unsuitable animals include any animal the law classes as dangerous and may include the following:

- Wild animals
- Poisonous insects and spiders
- Any snakes
- Poisonous fish
- Crocodiles and alligators
- Livestock such as horses, sheep and cattle
- Dogs covered under the Dangerous Dogs Act

If you want to have a dog or a cat in a flat or maisonette with a shared entrance, you must have our written permission first.

You do not need our permission for:

- a guide dog for a person who is registered blind;
- a registered hearing dog for a deaf person; or
- a specially trained dog for a physically disabled person.

You must not breed any animal for commercial gain. This may be seen as running a business and may affect your benefits.

If you want to build an aviary, you must have our written permission.

If you want to keep a pigeon or pigeons in a pigeon loft, you must get our written permission. If we give you our permission, we may set

conditions that you must keep to. If you do not keep to the conditions, or the pigeon(s) causes a nuisance to other people, we will ask you to remove the pigeon(s).

You are responsible for controlling your pet or pets and your visitors' pet or pets.

You must not allow any animal you keep at the property to cause a nuisance to anyone in the local area, or to our employees, agents and contractors.

You should not leave your pet or pets in the property when you are away from your home for more than 24 hours unless you have made clear arrangements for someone else to look after your pet or pets while you are away.

You must always keep your dog or dogs under control and never let them out of your property on their own – this includes on shared balconies and stairways.

You must not allow your dog or dogs to bark continuously or behave in a way that could frighten or cause a nuisance to other people.

You must clean up after your animal in your property and in the shared areas of the property. If you exercise your animal in your garden or in the local area you must hygienically remove and get rid of any mess they make immediately. You must not allow your animal(s) to become a health or noise nuisance.

If we have to fumigate or clean your home or the surrounding area due to any animal you keep we will charge for this service.

We can withdraw permission for you to keep a pet or any animal at any time if we think it is reasonable to do so.

Section 11

Antisocial behaviour & neighbour nuisance (for secure, demoted and introductory tenancies)

a What we will do

We will try to make sure that you can enjoy your property and do not have to put up with nuisance from your neighbours or their visitors causing problems in the local area.

If you report antisocial behaviour, we will give you help and advice. We will look into your complaint, keep you up to date with progress and, where necessary, take appropriate action to deal with your problem. We will ask if you have tried to resolve the issues between yourselves before suggesting mediation which will help you and your neighbour find a solution to the problem. Mediation involves an independent person, who does not work for us, talking to all the people involved in a disagreement.

We will try to help you to solve your problems reasonably but we will take action quickly when this is not possible and in more serious cases.

In all cases we will keep you up to date with our progress.

Your responsibility

You are responsible for:

- your own behaviour;
- the behaviour of all people living with you;
- the behaviour of all your visitors; and
- how your pet or pets behave.

b Legal action

We may take legal action against you if you (or anyone living with you or visiting you) harass or victimise other people, or break any condition of this tenancy agreement by behaving in a way that causes a nuisance or annoyance to other people in the area.

We will take legal action against you if you use the property for immoral or illegal purposes or are convicted of an offence you committed at the property or within the surrounding area or estate. This includes but is not limited to:

- misusing drugs or alcohol;
- using the property for growing or supplying drugs or any other controlled substance;
- storing or dealing in child pornography; and
- storing or handling stolen goods.

If we take legal action against you we will charge you the cost of this action.

If your home is damaged as a result of a legal forced entry by the Police or any other public officials, we will charge you for the cost of repairing the damage.

We will consider a number of legal procedures to sort the situation out and to allow you to continue to live in your property. However, we will assess how effective these procedures are and how serious the situation is when we decide whether we should start legal action to take back your home.

If we evict you because of nuisance or antisocial behaviour, domestic abuse or hate crime we may not be responsible for finding you a new home.

c You, anyone you live with or anyone who visits you, must not behave antisocially or cause a nuisance to others in the local area, whether at your property or in the area around your property including your estate.

You must not commit, and must not allow others living in, using or visiting your home to commit any intimidating or threatening behaviour towards other tenants, residents or our employees, agents or any other persons acting lawfully or in their normal course of business, whether this is at your property; within the locality of your property including your estate or at any public, community or commercial building within Bury. This also includes physically assaulting any person detailed above. Examples of nuisance and antisocial behaviour include but are not limited to, the following.

You, or people living in or visiting your home, must not:

- play loud music or use a television/computer or other electronic equipment to the annoyance of your neighbours;
- use foul and abusive language to the annoyance of your neighbours;
- allow dogs to bark continuously, foul the neighbourhood or roam around on their own;
- slam or bang doors to the annoyance of your neighbours;
- use violence or threaten to use violence;
- deal drugs;
- play ball games close to a neighbour's home or in a public area causing a nuisance;
- dump rubbish in the neighbourhood or on your neighbours' property;
- harass someone because of their race, religion or belief, gender identity, sexuality or disability;
- use or carry offensive weapons in the local area;
- damage, or threaten to damage, your own or another person's home or belongings;
- spray or write graffiti;
- carry out major repairs to vehicles;

- throw items out of windows or off balconies;
- cause nuisance as a result of misusing alcohol or drugs;
- carry out DIY (home maintenance) and housekeeping activities (such as vacuuming) at unreasonable times;
- break shared security rules, for example, allowing strangers to get into the building or leaving shared doors unlocked;
- carry out any act that interferes with the peace or comfort of another person;
- carry out acts of prostitution;
- deal in child pornography;
- throw fireworks or allow fireworks to cause a nuisance or distress to other people; or
- drive vehicles on our estates in a way which would cause a nuisance to, distress or intimidate other people.

d Absolute Grounds for Possession

We will seek to take possession of your property or take other legal action if;

- i) you (or anyone living in or visiting your property) is;
- convicted of a serious criminal offence at the property, or
 - found by a court to have breached an injunction to prevent anti social behaviour, or
 - convicted of breaching a criminal behaviour order;

And

- the offence/breach has occurred in the locality of the property; and/or
 - affected a person with the right to live in the locality of the property; and/or
 - affected the landlord or staff or agent acting on their behalf
- ii) you (or anyone living in or visiting your property) are convicted of breaching a noise abatement notice/order relating to the property
- ii) the property is or has been subject a closure order and access to the property has been prohibited for more than 48 hours.

e Asking for a review

If you receive a 'notice of proceedings' for possession on absolute grounds for anti-social behaviour, you have the right to ask us to review our decision to seek possession of your property. If you want us to review our decision, you must follow the procedure set out in the notice.

A request for a review must be made in writing and within 7 days of the notice being served upon you.

You should get independent legal advice if we send you a notice. You can find details on how you do this on the notice.

f Domestic abuse

You must not use violence or abuse to any other person who lives in your home. You should not argue with other people you live with where it causes a nuisance to, or annoys or distresses your neighbours. This includes, but is not limited to:

- using or threatening to use physical or sexual violence, mental, emotional or sexual abuse; or
- arguing in a way which causes a nuisance to or annoys your neighbours.

In these circumstances we would take legal action as set out in 11b.

g Hate crime

You (or anyone living with you, or visiting your home) must not harass, threaten or physically assault any other person for any reason.

Examples of harassment include:

- racist behaviour or language;
- using or threatening to use violence;

- using abusive or insulting words or behaviour;
- damaging or threatening to damage another person's home or belongings;
- writing threatening, abusive or insulting graffiti or material; and
- doing anything which interferes with the peace and comfort of other people.

You must not take part in any hate crime. A hate crime is any incident where the victim or any other person has been discriminated against because of their disability, religion or belief, gender identity or sexuality.

You must also not take part in any racist actions or behaviour. A racist incident is any incident, where the victim or any other person has been discriminated against because of their race or ethnic origin.

In these circumstances we would take legal action as set out in section 11b.

All Tenants

I agree to accept the conditions of this tenancy agreement.

I confirm that I have received:	
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keys for the property and agree to return all keys when the tenancy ends.

I confirm that I have received a copy of this agreement.

I confirm that the information I have given in the housing application form was and still is correct.

Signatures of all tenants:

Name:	Signature:
Name:	Signature:
Name:	Signature:

Name:	Signature:
Date:	

Lettings Advisor:	
Telephone:	

On behalf of Bury Council

I give Bury Council Benefits section permission to tell the following about any of my current, future or previous claims for welfare benefit or Council Tax Benefit.

- Staff employed by or working for Six Town Housing
- Staff employed by or working for Bury Council
- Other benefit agencies
- Support agencies working on my behalf

I understand that I can ask Bury Council Benefits section not to tell the above people about my welfare benefit account or claim at any time if I contact them in writing.

Signatures of all tenants:

Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Date:	

Introductory tenants only

I understand that I am an introductory tenant and that I will become a secure tenant on:	
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as long as you have not extended my introductory tenancy period or taken legal action to evict me.

I have received the leaflet called 'Introductory tenancies' which explains my rights as an introductory tenant. A Lettings Advisor has explained my rights and responsibilities to me.

Signatures of all tenants:

Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Date:	

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Equality Analysis Form

The following questions will document the effect of your service or proposed policy, procedure, working practice, strategy or decision (hereafter referred to as 'policy') on equality, and demonstrate that you have paid due regard to the Public Sector Equality Duty.

1. RESPONSIBILITY

Department	Communities and Wellbeing	
Service	Business Redesign & Development	
Proposed policy	Approval of new Tenancy Agreement	
Date	4 th November 2014	
Officer responsible for the 'policy' and for completing the equality analysis	Name	Marcus Connor
	Post Title	Corporate Policy Manager
	Contact Number	0161 253 6252
	Signature	
	Date	4 th November 2014
Equality officer consulted	Name	Mary Wood
	Post Title	Principal Officer – Equalities
	Contact Number	0161 253 6795
	Signature	 35/2014
	Date	3 rd December 2014

2. AIMS

What is the purpose of the policy/service and what is it intended to achieve?	<p>To approve and introduce a new tenancy agreement for Council-owned residential properties.</p> <p>The current agreement has been in place since 2009 and is now out of date and not fit for purpose. In line with good practice the agreement has been reviewed to take into account a number of legislative and policy changes eg. Welfare Reform, Anti Social Behaviour, Crime & Policing Act 2014, the Council's Strategic Tenancy Policy and revised Allocation Policy.</p> <p>The changes have emphasised tenant(s)' responsibilities in respect of their property, particularly in terms of paying rent on time, allowing the Council or their managing agent (STH) access to undertake work, reporting faults and facilitating tenancy visits and checks. In accordance with the Council's Strategic Tenancy Policy it will ensure that adapted properties are only allocated to and occupied by those in need of the adaptation. It has also strengthened powers to take enforcement action against those in breach of tenancy conditions and incorporated new provisions in</p>
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	<p>respect of anti social behaviour contained within the Anti Social Behaviour, Crime and Policing Act 2014.</p> <p>The new Tenancy Agreement has taken account of a number of consultation exercises with key stakeholders and if approved will be subject to a formal, statutory consultation with all tenants prior to becoming effective from 1st April 2014.</p> <p>Approval for any changes arising from the consultation will be delegated to the Executive Director for Communities and Wellbeing.</p>
<p>Who are the main stakeholders?</p>	<p>The Council – in particular Communities and Wellbeing Directorate Six Town Housing Tenants and Residents of properties on Council estates Residents adjacent to Council estates</p>

3. ESTABLISHING RELEVANCE TO EQUALITY

3a. Using the drop down lists below, please advise whether the policy/service has either a positive or negative effect on any groups of people with protected equality characteristics. If you answer yes to any question, please also explain why and how that group of people will be affected.

Protected equality characteristic	Positive effect (Yes/No)	Negative effect (Yes/No)	Explanation
Race	No	No	Provisions are in place to ensure those whose first language is not English understand the new Tenancy Agreement and their responsibilities.
Disability	Yes	No	The new Tenancy Agreement will take into account the requirements of the Council's Strategic Tenancy Policy in that tenancies of adapted properties are only valid where the person(s) for whom the adaptations were provided continued to need them and lives at that property. This will potentially increase the turnover and availability of adapted properties, ensuring that this valuable resource is only used by people who need it. Provisions are in place to ensure those with disabilities understand the terms of the new Tenancy Agreement and their responsibilities.
Gender	No	No	
Gender reassignment	No	No	
Age	No	No	
Sexual orientation	No	No	
Religion or belief	No	No	
Caring responsibilities	Yes	No	As a result of the positive effect on disabled housing applicants, the carers of any customers benefitting from this element of the tenancy agreement will also benefit.

Pregnancy or maternity	No	No	
Marriage or civil partnership	No	No	

3b. Using the drop down lists below, please advise whether or not our policy/service has relevance to the Public Sector Equality Duty. If you answer yes to any question, please explain why.

General Public Sector Equality Duties	Relevance (Yes/No)	Reason for the relevance
Need to eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010	Yes	The new Tenancy Agreement incorporates the provisions within the Anti Social Behaviour, Crime & Policing Act 2014 in respect of anti social behaviour which includes hate crime and strengthens the powers to deal with this..
Need to advance equality of opportunity between people who share a protected characteristic and those who do not (eg. by removing or minimising disadvantages or meeting needs)	Yes	In accordance with the Council's Strategic Tenancy Policy the new Tenancy Agreement will ensure that adapted properties are only allocated to and occupied by those in need of the adaptation. Provisions are in place to ensure those who may experience difficulty, eg. disability or language, understand the terms of the new agreement and their responsibilities.
Need to foster good relations between people who share a protected characteristic and those who do not (eg. by tackling prejudice or promoting understanding)	No	

If you answered 'YES' to any of the questions in 3a and 3b

Go straight to Question 4

If you answered 'NO' to all of the questions in 3a and 3b

Go to Question 3c and do not answer questions 4-6

3c. If you have answered 'No' to all the questions in 3a and 3b please explain why you feel that your policy/service has no relevance to equality.

4. EQUALITY INFORMATION AND ENGAGEMENT

4a. For a service plan, please list what equality information you currently have available, **OR** for a new/changed policy or practice please list what equality information you considered and engagement you have carried out in relation to it.

Please provide a link if the information is published on the web and advise when it was last updated?

(NB. Equality information can be both qualitative and quantitative. It includes knowledge of service users, satisfaction rates, compliments and complaints, the results of surveys or other engagement activities and should be broken down by equality characteristics where relevant.)

Details of the equality information or engagement	Internet link if published	Date last updated
Strategic Tenancy Policy	http://www.bury.gov.uk/index.aspx?articleid=2299	2013
Anti Social Behaviour, Crime & Policing Act 2014		2014
EHRC Human Rights at Home		March 2011
OFT Guidance on unfair terms in tenancy agreements		Sept 2005
Consultation exercises with councillors, officers, Springs TMO, tenants and residents etc.		

4b. Are there any information gaps, and if so how do you plan to tackle them?

[Council and Six Town Housing officers are currently developing an improved monitoring system of where adapted properties are in the Borough.](#)

5. CONCLUSIONS OF THE EQUALITY ANALYSIS

<p>What will the likely overall effect of your policy/service plan be on equality?</p>	<p>The new tenancy agreement will apply equally to all tenants and residents of Council-owned residential dwellings. It will enhance the rights and responsibilities of all tenants, providing equal benefits to all people, irrespective of their protected characteristics. Due to the positive effect on disabled customers (and where relevant their carers) there will be a benefit from them having increased prospects of obtaining the tenancy of an adapted property.</p>
<p>If you identified any negative effects (see questions 3a) or discrimination what measures have you put in place to remove or mitigate them?</p>	<p>Not applicable.</p>
<p>Have you identified any further ways that you can advance equality of opportunity and/or foster good relations? If so, please give details.</p>	<p>Not applicable.</p>
<p>What steps do you intend to take now in respect of the implementation of your policy/service plan?</p>	<p>Following approval of the report recommendations by Cabinet, officers will carry out the statutory consultation required before the new tenancy agreement can be introduced. Any issues raised which will result in any changes to the tenancy agreement will be incorporated subject to this decision being delegated to the Executive Director for Communities and Wellbeing.</p>

6. MONITORING AND REVIEW

If you intend to proceed with your policy/service plan, please detail what monitoring arrangements (if appropriate) you will put in place to monitor the ongoing effects. Please also state when the policy/service plan will be reviewed.

<p>The effectiveness of the new tenancy agreement and the impact on the performance of estate management functions by Six Town Housing will be carried out by the Council's Housing Strategy Programme Board and Housing Operations Board and Six Town Housing's Board, Executive Business Review Meeting (EBRM), Audit Standards, Risk and Performance Committee (ASRAP), and the Customer Review Groups.</p> <p>The effect on anti social behaviour of the new provisions will be also be monitored by the Joint Engagement Team (JET), chaired by STH and the Community Safety Partnership.</p>
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The impact on disabled customers will also be monitored by the above groups and the Adaptations Working Group.

COPIES OF THIS EQUALITY ANALYSIS FORM SHOULD BE ATTACHED TO ANY REPORTS/SERVICE PLANS AND ALSO SENT TO THE EQUALITY INBOX (equality@bury.gov.uk) FOR PUBLICATION.

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**DECISIONS MADE AT THE JOINT MEETING OF THE
GREATER MANCHESTER COMBINED AUTHORITY AND THE AGMA EXECUTIVE
BOARD HELD ON 28 NOVEMBER 2014**

Decisions published on 3 December 2014 and will come into force from 4:00pm on the 10 December 2014, subject to call-in, except for any urgent decisions.

The process for call in of decisions is set out as an Appendix to this note, extracted from AGMA's constitution. The address for the purposes of the schedule is that of the AGMA Secretary, c/o GMIST, Manchester City Council, P.O. Box 532, Town Hall, Manchester, M60 2LA; or by contacting j.gaskell@agma.gov.uk

The reports detailed in this note can be accessed at the AGMA website via the following link:- <http://www.agma.gov.uk/calendar/index.html>. Any report not available on the web site will be available for Scrutiny Pool members from the GMCA Secretary on request, on a private and confidential basis.

1. INVESTMENT IN LOCAL GOVERNMENT ASSOCIATION LOCAL BOND AGENCY (agenda item 6)

Members received a report from Richard Paver, AGMA Treasurer, providing a brief on the setting up of the Local Government Municipal Bonds Agency and seeking the consideration of the Greater Manchester Combined Authority (GMCA) to make an initial investment in the Agency.

RESOLVED/-

1. That approval is given for the Greater Manchester Combined Authority to invest £50,000 in the Local Capital Finance Company Ltd, as part of the funding required to launch the agency.
2. To note that a letter of Intent is required to be submitted by 4th December 2014 indicating the GMCA's intent to invest in the Company.

2. GREATER MANCHESTER DEBT ADMINISTRATION FUND - ESTIMATED RETURNS & BORROWING STRATEGY (agenda item 7)

Members received a report from Steven Pleasant, Chief Executive, Tameside MBC, presenting the Fund's estimated rates of interest for 2014/15 and 2015/16 together with the borrowing strategy to be employed.

RESOLVED/-

To note the revised 2014/15 estimate as 5.73% and the original 2015/16 estimate as 5.74%.

3. GREATER MANCHESTER SPATIAL FRAMEWORK (agenda item 8)

Members received a report from Eamonn Boylan, Chief Executive, Stockport MBC detailing the implications of producing the Greater Manchester Spatial Framework as a joint DPD and providing further information on the proposed scope of the plan as well as the required amendments to the AGMA constitution and decisions by individual Districts to initiate this process.

RESOLVED/-

That each full council:

1. Approve the making of an agreement with the other 9 Greater Manchester councils to prepare jointly the Greater Manchester Spatial Framework (GMSF) to cover housing and employment land requirements and associated infrastructure across Greater Manchester (as set out in Appendix 1 of the report) as a joint development plan document on terms to be approved by the Council's Chief Executive.
2. To note that the [Council's Executive / Cabinet/ City Mayor] will be asked to delegate the formulating and preparing of the GMSF to the AGMA Executive Board.
3. To note that there will be further reports to full Council in respect of matters, which are within the remit of full Council including approval of the GMSF.
4. Approve the amendment of paragraph 13.2 of Schedule 1 to the AGMA constitution by deleting the words ' (initially in terms of Waste and Minerals Planning) ' and authorise the updating of the AGMA Constitution to reflect this.

That each Executive / cabinet/ leader/ the City Mayor (*depending on each Council's own arrangements and in the event that the Councils have approved the above recommendations*):

1. To note that full Council has approved the making of an agreement with the other 9 Greater Manchester councils to prepare jointly the Greater Manchester Spatial Framework to cover housing and employment land requirements and associated infrastructure across Greater Manchester (as set out in Appendix 1 of the report) as a joint development plan document.
2. To delegate to the AGMA Executive Board the formulating and preparing of the Greater Manchester Spatial Framework to cover housing and employment land requirements and associated infrastructure across Greater Manchester (as set out in Appendix 1 to the report) insofar as such matters are executive functions.
3. To note that the following are the sole responsibility of full Council:
 - Responsibility for giving of instructions to the executive to reconsider the draft plan submitted by the executive for the authority's consideration
 - The amendment of the draft GMSF plan document submitted by the executive for the full Council's consideration

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- The approval for the purpose of its submission to the Secretary of State or Minister of the Crown for his approval of the GMSF if required
 - The approval of the GMSF document for the purposes of submission to the Secretary of State for independent examination.
 - The adoption of the GMSF.
4. To approve the amendment of paragraph 13.2 of Schedule 1 to the AGMA constitution by deleting the words ‘ (initially in terms of Waste and Minerals Planning) ‘ and authorise the updating of the AGMA Constitution to reflect this

In addition, the AGMA Executive Board is asked to:

1. To request a further report outlining the implications of the Devolution Agreement for the preparation of the GMSF (as set out in paragraph 1.2 of the report) and setting out future steps in the event that the above delegations are approved.
 2. To agree an interim approach to budget commitments in 2014/15, as set out in paragraphs 4.4 - 4.5 of the report, with Manchester acting as lead authority for the GMSF budget.
4. **GREATER MANCHESTER EMPTY HOMES CONSORTIUM - POST 2015 (agenda item 9)**

Members received a report from Eamonn Boylan, Chief Executive, Stockport MBC detailing the future of work required on empty homes in Greater Manchester beyond the expiry of current capital funding programmes in April 2015.

RESOLVED/-

1. To approve the proposal that a joint GM approach to empty homes should continue.
2. To approve the development and implementation of the approach set out in the report to achieve:
 - the continuation of a GM consortium approach to Affordable Homes Programme (AHP) funding for empty homes beyond April 2015 with those districts and partners keen to continue
 - further development work through joint working with district colleagues on a flexible revolving fund for empty property, linked to TopCo
 - further sharing of best practice and experience, including through the dissemination of the outcomes of the Knowledge Transfer Partnership project.
3. To delegate authority to the Head of Paid Service, Treasurer and Monitoring Officer to agree the necessary documents with the Homes & Communities Agency (HCA) and consortium partners for AHP funding to assist in the return of empty homes to use as affordable housing.
4. To authorise the Monitoring Officer to complete the necessary documentation.

ITEMS CONSIDERED UNDER PART B OF THE AGENDA

5. INDIVIDUAL ELECTORAL REGISTRATION (agenda item 11)

RESOLVED/-

That authority regarding any necessary decisions and actions required between now and 19 December 2014 be delegated to the Chief Executive Portfolio Lead for Elections, the Head of the Paid Service in consultation with the Chair of the AGMA Executive Board.

EXTRACT FROM THE GMCA CONSTITUTION

PART 5B - SCRUTINY ARRANGEMENTS FOR GMCA, TFGMC AND TFGM

5. Call in of decisions

5.1 Call in of decisions of GMCA and TfGMC

- (a) Members of the Scrutiny Pool appointed under this Protocol will have the power to call in:-
- (i) any decision of the GMCA;
 - (ii) any major or strategic decision of the TfGMC which is taken by the TfGMC in accordance with the delegations set out in Part 3 Section B II of this Constitution.

5.2 Publication of Notice of Decisions

- (a) When:-
- (i) a decision is made by the GMCA; or
 - (ii) a major or strategic decision is made by the TfGMC in accordance with the delegations set out in Part 3, Section B II of this Constitution;

the decision shall be published, including where possible by electronic means, and shall be available normally within 2 days of being made. It shall be the responsibility of the Secretary to send electronic copies of the records of all such decisions to all members of the Scrutiny Pool within the same timescale.

- (b) The notices referred to at subparagraph 5.2(a) above will bear the date on which they are published and will specify that the decision will come into force, and may then be implemented, as from 4.00 pm on the fifth day after the day on which the decision was published, unless 5 members of the Scrutiny Pool object to it and call it in.

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**DECISIONS MADE AT THE MEETING OF THE
GREATER MANCHESTER COMBINED AUTHORITY HELD ON 28 NOVEMBER 2014**

Decisions published on 3 December 2014 and will come into force from 4:00pm on the 10 December 2014, subject to call-in, except for any urgent decisions.

The process for call in of decisions is set out as an Appendix to this note, extracted from AGMA's constitution. The address for the purposes of the schedule is that of the AGMA Secretary, c/o GMIST, Manchester City Council, P.O. Box 532, Town Hall, Manchester, M60 2LA; or by contacting j.gaskell@agma.gov.uk

The reports detailed in this note can be accessed at the AGMA website via the following link:- <http://www.agma.gov.uk/calendar/index.html>. Any report not available on the web site will be available for Scrutiny Pool members from the GMCA Secretary on request, on a private and confidential basis.

1. SOCIAL VALUE PROCUREMENT FRAMEWORK (agenda item 6)

The Combined Authority received a report from Theresa Grant, Chief Executive, Trafford Council providing feedback from the Greater Manchester (GM) procurement teams on their approaches to social value and seeking Members consideration of the adoption of a GM Social Value Policy and Framework that can be used as a template for GM Authorities.

RESOLVED/-

1. To adopt the GM Social Value Policy and Framework (as set out in annex 1 of the report).
2. To note the work being undertaken to further develop and build the case study resources available through the GM Social Value Framework.
3. That further work be undertaken by the AGMA Authorities, in conjunction with the AGMA Procurement Hub, to incorporate appropriate social value outcomes into procurement processes and that the approach is standardised as far as possible.

2. ACTIVE TRAVEL CHOICES (agenda item 7)

The Combined Authority considered a report from Jon Lamonte, Chief Executive, TfGM providing an update on the delivery of active travel and travel choices across Greater Manchester in support of wider Greater Manchester Strategy objectives.

RESOLVED/-

To note the progress being made across the Active Travel and Travel Choices programme and to note the potential for further partnership working with cross sector organisations and central government.

3. GREATER MANCHESTER RAIL PRIORITIES (agenda item 9)

The Combined Authority received a report from Jon Lamonte, Chief Executive, TfGM, providing a summary of a planning process that will result in the Secretary of State publishing a High Level Output Specification and Statement of Funds Available in 2017, and Network Rail publishing an Infrastructure Delivery Plan in 2019.

The report also identifies where TfGM involvement is required to ensure the requirements of Greater Manchester, and the North of England as a whole, are represented in the Specification and Plan.

RESOLVED/-

1. To note the requirement for TfGM to engage in the rail industry processes leading to the Control Period 6 delivery plans.
2. To approve revised Greater Manchester Rail Priorities, as recommended by TfGMC on 14 November 2014.
3. To request that any impact on local GM services should be subject to discussions and picked up during the re-franchising process.

ITEMS CONSIDERED UNDER PART B OF THE AGENDA

4. LOW CARBON REVIEW (agenda item 11)

The Combined Authority received a report from Eamonn Boylan, Chief Executive, Stockport MBC which set gave detail of a review undertaken to ensure that current arrangements are fit for purpose in delivering action on the ground for Greater Manchester in relation to low carbon ambitions.

RESOLVED/-

1. To agree the findings of the Review.
2. To delegate the implementation of the Review to the lead Chief Executive for Low Carbon, Eamonn Boylan, in order to have revised governance and staffing structures in place as soon as possible.
3. To note that a further report to be brought back to a future meeting of the GMCA.

5. GREATER MANCHESTER INVESTMENT FRAMEWORK (agenda item 12)

The Combined Authority received a report from Eamonn Boylan, Chief Executive, Stockport MBC, seeking conditional approval to a project.

RESOLVED/-

1. To agree that the project funding application detailed in the report be given conditional approval and progress to due diligence.
2. To delegate authority to the Combined Authority Treasurer and Combined Authority Monitoring Officer to review the due diligence information and, subject to their satisfactory review and agreement of the due diligence information and the overall detailed commercial terms of the transaction, to sign off any outstanding conditions, issue final approvals and complete any necessary related documentation in respect of the loan.

EXTRACT FROM THE GMCA CONSTITUTION

PART 5B - SCRUTINY ARRANGEMENTS FOR GMCA, TFGMC AND TFGM

5. Call in of decisions

5.1 Call in of decisions of GMCA and TfGMC

- (a) Members of the Scrutiny Pool appointed under this Protocol will have the power to call in:-
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- the decision shall be published, including where possible by electronic means, and shall be available normally within 2 days of being made. It shall be the responsibility of the Secretary to send electronic copies of the records of all such decisions to all members of the Scrutiny Pool within the same timescale.
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