

CLEANING COMMON AREAS IN FLATS

Report of the Head of Housing Management

1. SUMMARY

- 1.1 This report explains the current arrangements for contract cleaning within Derby Homes managed blocks and proposes changes to them. These changes will apply to both tenants and leaseholders at the blocks affected. These are shown at Appendix 1.

2. RECOMMENDATION

- 2.1 That Operational Board notes the intention to inform residents of a proposal to
- Introduce contract cleaning to those blocks that are not already receiving the service
 - Move the remaining blocks which are still receiving a fortnightly clean onto a weekly clean

3. REASON(S) FOR RECOMMENDATION

- 3.1 There will be an unacceptable ongoing health and safety risk to residents if we do not introduce contract cleaning to the blocks

4. MATTER FOR CONSIDERATION

- 4.1 Derby Homes manages 234 blocks of flats that have internal communal areas. It is a custom and practice that tenants should take it in turns or have some arrangement between themselves to clean the porch areas, stairs and landings. The standard of cleaning carried out by tenants and leaseholders can vary considerably. As a result, contract cleaning was introduced and over time the majority of blocks now have contract cleaning. Residents do however continue to carry out certain cleaning tasks themselves, the contract cleaning is there to make sure there is a consistent acceptable standard.
- 4.2 Operational Board will be aware that Derby Homes has Policies and Procedures for the management of flats. An integral part of this is the Flat Inspection Procedure. All blocks are inspected on a monthly basis and an assessment made of the standard of cleaning as part of that. For those blocks that are not on the cleaning contract and where adequate cleaning is not being carried out by the residents, the Local Office liaises with them. There is a short procedure involving more regular inspection and three letters which are sent warning that if cleaning standards do not improve then contract cleaning will be introduced.

- 4.2 Of the 234 blocks, 209 are now on the cleaning contract. Of these 184 are cleaned on a weekly basis. There are 25 blocks that receive a fortnightly clean and 25 blocks that are not currently on the cleaning contract at all.
- 4.3 Derby Homes has received an internal audit report on its procedures for managing the insurance function and processing of insurance claims. One of the recommendations concerns the potential risk to staff and customers of not having all blocks included on the cleaning contract. In section 4.3 of the report it says:
- ‘There is a risk associated with allowing tenants to clean communal areas themselves instead of engaging the services of a cleaning contractor. The risk was that, if cleaning methods are not satisfactory, Derby Homes could be liable for any resulting accidents.’*
- 4.4 There are potential risks of public liability claims made against Derby Homes and of reputational damage to Derby Homes arising from accidents affecting a member of staff or customers. We are not currently able to provide assurance to residents at those communal blocks with self cleaning, that such cleaning is undertaken in line with reasonable health and safety considerations such as working at height, working on staircases, use of chemicals, signage of wet areas. In order to check these risks it would require a disproportionate amount of inspection time from Derby Homes staff. We need to provide such assurances so we are looking to take more control over how the delivery of these tasks are undertaken.
- 4.5 As explained, new blocks are currently only added to the cleaning contract when it is clear that the residents are not cleaning them satisfactorily. However, in light of the audit report we have reviewed our current practice and decided that in order to ensure a safe and consistent standard in the future, we will now add all of the blocks to the cleaning contract.
- 4.6 All new blocks going onto the contract are put onto a weekly clean. This is because a fortnightly cleaning schedule is not sufficient and leads to a potential liability and risk. For this reason it is also proposed to move the remaining 25 blocks currently receiving a fortnightly clean to weekly.

5.0 LEGAL AND CONFIDENTIALITY IMPLICATIONS

- 5.1 Section 102 (1)(b) the Housing Act 1985 sets out the process required for the variation of the terms of secure tenancy.

(1) The terms of a secure tenancy may be varied in the following ways, and not otherwise—

- (a) by agreement between the landlord and the tenant;
- (b) to the extent that the variation relates to rent or to payments in respect of rates [, council tax] or services, by the landlord or the tenant in accordance with a provision in the lease or agreement creating the tenancy, or in an agreement varying it;
- (c) in accordance with section 103 (notice of variation of periodic tenancy).

As this is a ‘charge’ included in within s.102 (1)(b) of the Housing Act 1985 the mechanism for change is included within the agreement (tenancy agreement or

lease) for tenants and leaseholders respectively.
We will notify tenants by issuing a rent variation letters.
Leaseholders will be notified with service charge estimates'

- 5.2 For leaseholders there is a generic clause allowing the landlord to introduce new charges. Where a landlord intends to carry out works over a certain value or enter into a long term agreement for services to be provided then they must consult the Leaseholders first. Section 20 of the Landlord and Tenant 1985 sets out stringent requirements in terms of the consultation required and the procedure to be followed. There are two circumstances when a landlord may have to consult:
- a. Qualifying Works: Where a landlord proposes to undertake works of repair, maintenance or improvement which would cost an individual service charge payer more than £250.
 - b. Qualifying Long Term Agreements: Where a landlord proposes to enter into a contract for the provision of services for a term of more than 12 months, and the apportioned cost to any individual service charge payer is more than £100 a year, then tenants must be consulted.

There are certain, limited, types of contract which are exempt from the consultation requirement (reg.3 of the Service Charges (Consultation Requirements) (England) Regulations 2003/1987). A contract between the Council and its subsidiary is excluded. Therefore the s.20 consultation is not required as the work is undertaken by Derby City Council.

6.0 HEALTH AND SAFETY IMPLICATIONS

- 6.1 As has been explained there is a potential health and safety risk to staff and customers either working or living in blocks where cleaning may not be adequate

7.0 RISK IMPLICATIONS

- 7.1 As has been explained there is potential risk to Derby Homes of public liability claims and of reputational damage arising from any accidents that may occur in blocks where cleaning is not adequate and where the accident is connected to the cleanliness within the block.

8.0 FINANCIAL AND BUSINESS PLANNING IMPLICATIONS

- 7.1 The total cost of the communal cleaning service can be recovered by a service charge to tenants and leaseholders.

For sites moving on to the scheme for the first time, the level of the service charge will be set commensurate with the costs of delivering the service.

For those sites that are currently having a fortnightly service and move to a weekly service, we intend align the 2020/21 charge with our estimate of the cost of delivering the service. However, we will ensure that the new charge is limited to a maximum of double the current charge.

- 7.2 The communal cleaning service charge is an eligible service charge for housing benefit and universal credit. So providing that the charges are reasonably priced (which they are), those tenants in receipt of such benefits will get the service

charge covered as part of their benefits claim.

The areas listed below have no implications directly arising from this report:

- Personnel
- Environmental
- Equalities Impact Assessment
- Policy Review
- Financial and Business Planning Implications

If Board Members or others would like to discuss this report ahead of the meeting please contact:

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Background Information: None

Supporting Information: None

This report has been approved by the following officers where there are financial or legal implications:

Head of Housing Management	Lorraine Testro	21.01.2020
Head of Finance	Michael Kirk	17.01.2020
Head of Governance and Corporate Services	Taranjit Lalria	20.01.2020
Managing Director	Maria Murphy	03.02.2020