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OVERVIEW & SCRUTINY PANEL

6 DECEMBER 2023

An extraordinary meeting of the Overview & Scrutiny Panel will be held at **7.00 pm on Wednesday, 6 December 2023** in the Council Chamber, Council Offices, Cecil Street, Margate, Kent.

Membership:

Councillor Fellows (Chair); Councillors: D Green (Vice-Chair), Austin, Bright, Britcher, Currie, d'Abbro, Davis, Farooki, Kup, Paul Moore, Packman, Pope, Wing and Worrow

AGENDA

Item
No

Subject

1. **APOLOGIES FOR ABSENCE**
2. **DECLARATION OF INTERESTS** (Pages 3 - 4)
To receive any declarations of interest. Members are advised to consider the advice contained within the Declaration of Interest advice attached to this Agenda. If a Member declares an interest, they should complete the [Declaration of Interest Form](#)
3. **THE RE-TENDERING OF THE RESPONSIVE REPAIRS CONTRACT** (Pages 5 - 60)
4. **TENANT AND LEASEHOLDER SERVICES Q2 REPORT FOR 2023/24** (Pages 61 - 96)
5. **JACKEY BAKERS RECREATION GROUND** (Pages 97 - 128)
6. **PUBLIC TOILETS REFURBISHMENT AND RENEWAL PROJECT**
report to follow



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Do I have a Disclosable Pecuniary Interest and if so what action should I take?

Your Disclosable Pecuniary Interests (DPI) are those interests that are, or should be, listed on your Register of Interest Form.

If you are at a meeting and the subject relating to one of your DPIs is to be discussed, in so far as you are aware of the DPI, you **must** declare the existence **and** explain the nature of the DPI during the declarations of interest agenda item, at the commencement of the item under discussion, or when the interest has become apparent

Once you have declared that you have a DPI (unless you have been granted a dispensation by the Standards Committee or the Monitoring Officer, for which you will have applied to the Monitoring Officer prior to the meeting) you **must**:-

1. Not speak or vote on the matter;
2. Withdraw from the meeting room during the consideration of the matter;
3. Not seek to improperly influence the decision on the matter.

Do I have a significant interest and if so what action should I take?

A significant interest is an interest (other than a DPI or an interest in an Authority Function) which:

1. Affects the financial position of yourself and/or an associated person; or
Relates to the determination of your application for any approval, consent, licence, permission or registration made by, or on your behalf of, you and/or an associated person;
2. And which, in either case, a member of the public with knowledge of the relevant facts would reasonably regard as being so significant that it is likely to prejudice your judgment of the public interest.

An associated person is defined as:

- A family member or any other person with whom you have a close association, including your spouse, civil partner, or somebody with whom you are living as a husband or wife, or as if you are civil partners; or
- Any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors; or
- Any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000;
- Any body of which you are in a position of general control or management and to which you are appointed or nominated by the Authority; or
- any body in respect of which you are in a position of general control or management and which:
 - exercises functions of a public nature; or
 - is directed to charitable purposes; or
 - has as its principal purpose or one of its principal purposes the influence of public opinion or policy (including any political party or trade union)

An Authority Function is defined as: -

- Housing - where you are a tenant of the Council provided that those functions do not relate particularly to your tenancy or lease; or
- Any allowance, payment or indemnity given to members of the Council;
- Any ceremonial honour given to members of the Council
- Setting the Council Tax or a precept under the Local Government Finance Act 1992

If you are at a meeting and you think that you have a significant interest then you **must** declare the existence **and** nature of the significant interest at the commencement of the matter, or when the interest has become apparent, or the declarations of interest agenda item.

Once you have declared that you have a significant interest (unless you have been granted a dispensation by the Standards Committee or the Monitoring Officer, for which you will have applied to the Monitoring Officer prior to the meeting) you **must**:-

1. Not speak or vote (unless the public have speaking rights, or you are present to make representations, answer questions or to give evidence relating to the business being discussed in which case you can speak only)
2. Withdraw from the meeting during consideration of the matter or immediately after speaking.
3. Not seek to improperly influence the decision.

Gifts, Benefits and Hospitality

Councillors must declare at meetings any gift, benefit or hospitality with an estimated value (or cumulative value if a series of gifts etc.) of £25 or more. You **must**, at the commencement of the meeting or when the interest becomes apparent, disclose the existence and nature of the gift, benefit or hospitality, the identity of the donor and how the business under consideration relates to that person or body. However you can stay in the meeting unless it constitutes a significant interest, in which case it should be declared as outlined above.

What if I am unsure?

If you are in any doubt, Members are strongly advised to seek advice from the Monitoring Officer or the Committee Services Manager well in advance of the meeting.

If you need to declare an interest then please complete the declaration of [interest form](#).

Tenant and Leaseholder Services procurement:

Responsive Repairs, voids, compliance and planned and cyclical works Contract

Overview and Scrutiny Panel: 6 December 2023

Report Author: Sally O’Sullivan, Tenant and Leaseholder Services Manager

Portfolio Holder: Cllr Helen Whitehead, Cabinet Member for Housing

Status: For recommendations

Classification: Unrestricted

Key Decision: Yes

Reasons for Key: An Executive Decision that involves incurring expenditure anticipated to be £250,000 or above. And an Executive Decision where the Council is entering into contract with a value, over their duration of £750,000 or above.

Ward: Thanet wide

Executive Summary:

Mears is the current partnering contractor that provides responsive repairs, voids and planned works for the council's social housing stock. The contract is due to expire in March 2025, therefore we have to start the procurement process now to give ourselves enough time to find our next partnering contractor.

Following a series of workshops, to ensure we apply the right model for this service, this report is asking for review by the Overview and scrutiny Panel ahead of seeking authority for the council to enter into a new contract for works and services as follows:

- A 10 year contract with an option to extend for a further 5 years
- For responsive repairs, voids, compliance, cyclical and planned works
- Provide an element of service for the council's corporate properties.
- Provide an out of hours service for emergency repairs
- Maintain a customer contact centre for tenants and leaseholders of the council to call to report repairs

Recommendation(s):

Members of the Overview and Scrutiny Panel are asked to:

1. Note and scrutinise the following document:

The letting of a 10 year contract, with provision to extend for a further 5 year period to enable a true alliance between contractors and client. This is for the provision of responsive repairs, voids, compliance, cyclical and planned works. This contract will also include an element of works for corporate properties.

Corporate Implications

Financial and Value for Money

This is a high value contract that will be in place for many years. We want to foster a true alliance between TDC and the contractor to ensure value for money and excellent service to our tenants and leaseholders.

Although, primarily this contract provides the services for the Tenant and Leaseholder Services (TLS), there is an element of the contract that can be used by other departments giving flexibility and access to services required.

Housing Revenue Account (HRA) and General Fund budgets are reviewed annually and include provision for:

- Improvements to assets that have reached the end of their expected life cycle
- Making sure our homes/corporate buildings are compliant with statutory and regulatory requirements
- Maintaining the health and safety and comfort of our residents in their homes and staff in our offices
- Maintaining TDC social housing stock and corporate buildings

It is anticipated there will be sufficient funding within the approved HRA capital/revenue budget to fund the capital costs set out in this report.

The General Fund elements are indicative values and will be subject to call off and a budget would need to be identified to cover the cost prior to the works being undertaken.

Summary table of estimated cost, split across TLS teams and other council departments:

Area	Value
TLS	
Compliance	£400,000
non price per property	£1,500,000
Price per property model	£1,500,000

Void	£1,300,000
Capital	£2,000,000
Minor Aids & Adaptations	£15,000
Grant funded works	£4,000,000 (£2m HRA budget and £2m match funding minimum ie 50%)
Other council departments	
Coastal Tourism and Development	£1,000.00
Operational Services	£10,000
Maritime Operations	£20,000
Safer Neighbourhoods	£2,000
Facilities	£45,000
Kent Innovation Centre	£20,000
Crematorium & Cemeteries	£2,000
Environmental Services	£10,000
Property/Asset Management	£50,000
Contingency for corporate departments	£40,000
TOTAL	£10,915,000

Detailed budgets will be reviewed and amended in line with the actual tendered costs of these works at the earliest opportunity.

Legal

The council, as a landlord of residential buildings, has a statutory responsibility to ensure that they are properly maintained, meet the decent homes and fire safety standards.

These requirements are laid out in the Consumer Standards as set by the Regulator for Social Housing.

The Council must also take into account the provisions of the following legislation when maintaining its homes:

The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994

The Housing Act 1988

The Landlord and Tenant Act 1995

Homes (Fitness for Human Habitation) Act 2018

Further legislation should be noted in regards to fire safety standards:

The Building Safety Act 2022

Regulatory Reform (Fire Safety) Order 2005

Fire Safety Act 2021

Risk Management

There are risks associated with not letting the contract that is seeking approval to let through this report:

responsive repairs, voids, compliance, cyclical and planned works contract

The contract is due to expire in March 2025, with no further rights to extend. This contract is highly complex, with multiple work streams, as such it is also very high in value. We need to start our procurement exercise now to ensure we give ourselves enough time to procure the right contractors.

If we do not start now, we could be at risk of not allowing enough time for a full two stage procurement procedure that will encourage more contractors to submit a tender.

If we do not procure a contract in time for the previous contract to expire we risk continuity of service provision - much of which is a legislative or regulatory requirement. We would also risk being non compliant with Local Authority procurement legislation and our own Contract Standing Orders (CSOs) if we need to pay for this service outside of a contract.

Corporate

The council's Corporate Statement sets out its commitment to, 'Improve standards and safety in homes across all tenures.

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- To advance equality of opportunity between people who share a protected characteristic and people who do not share it
- To foster good relations between people who share a protected characteristic and people who do not share it.

The council's tenants and leaseholders include residents that have protected characteristics as set out in the Public Sector Equality Duty.

The completion of the works set out in this report will benefit all tenants including those with protected characteristics.

The letting of these contracts would not discriminate against any tenant benefitting from this service, ensuring equality in access and delivery. We will complete a full Equalities Impact Assessment on the detailed service specification, once we get to that stage.

Corporate Priorities

This report relates to the following corporate priorities: -

- *Communities*

1.0 Introduction and Background

- 1.1 The council owns approximately 3,400 tenanted and leasehold homes. All costs, investment and income for these homes is managed within the council's Housing Revenue Account. Budgets for revenue and capital works are reviewed annually. These services are managed by the council's Tenant and Leaseholder Services team (TLS).
- 1.2 In addition to the annual review of revenue and capital budgets, key decisions are also required for approval by Cabinet for any expenditure that:
- is for works or services that exceed £250,000, or
 - is for a contract over a number of years with an expected value in excess of £750,000.
- 1.3 It is important we have the right contracts in place to enable us to carry out essential and planned works, keeping our properties in good repair - ensuring our homes are safe and comfortable and our assets do not deteriorate.
- 1.4 Due to the value of this contract, it is considered to be a key decision

2.0 Responsive Repairs, Voids, Compliance, Cyclical and Planned Works Contract

- 2.1 This service is the Partnering Term Contract that is currently awarded to Mears, the contract is due to expire in March 2025. Due to the value and complexity of this contract we need to start the re procurement now.
- 2.2 This service is fundamental to the delivery of the council's TLS, to customer satisfaction and to maintaining statutory and regulatory compliance for our homes. It is therefore imperative we specify a service delivery model and contract form that suits the geography, demographic and culture of TDC.
- 2.3 To ensure we get this right, we have the help of a consultant, Faithorn Farrell Timms LLP (FFT). They have already completed workshops with us that have informed an options appraisal. Present at the workshops were TLS officers, TDC Procurement Manager, representatives from other TDC departments that benefit from service from this contract (for example Facilities Management, Coastal and Public Realm, Property Team). The options appraisal ensures we have considered all delivery models and approaches before building our specification.
- 2.4 FFT has vast experience of procuring this type of contract and in areas with the same geographical and demographic characteristics as Thanet. They have a dedicated

in-house procurement team of ten professionals and have procured in excess of £4bn worth of public sector procurements, including over 50 responsive repairs and total asset management Contracts. Furthermore, FFT have undertaken over 50 options appraisals and 40 value for money reviews.

- 2.5 There are various models by which we can frame this contract, which we explored during the workshops. We gave each option explored a strong focus on local delivery, directly employed local operatives and the use of local material suppliers. We did this for the following reasons:
- Adding social value to the area through jobs and material supplies
 - Providing most efficient and responsive delivery through local supply
 - Ensuring Thanet's service is given priority, through area buy-in and local knowledge
 - Minimising carbon emissions by reducing travel time for operatives and material delivery.

The options appraisal is appended to this report and provides full details of all the options explored, with the pros and cons associated with each model. The options appraisal also sets out why certain models were discounted.

- 2.6 After an exploration of various contract models and forms, it is recommended that we procure a single integrated contract for repairs, voids, compliance, cyclical and planned works and services, with an element for works to corporate buildings.
- 2.7 This follows the current model, which has worked well following the disbanding of East Kent Housing and splitting the Mears contract out to the contracting authorities. We currently receive a personalised and dedicated service that has been tailored to Thanet; and have seen an improvement in partnership working, service delivery and customer satisfaction since October 2020.

3.0 Service delivery model

- 3.1 This report proposes that the council retain the current delivery model: Price Per Property (PPP) and Price Per Void (PPV), using the National Housing Federation Schedule of Rates (SOR) version 8.0 to supplement them.
- 3.2 A PPP contract model involves a fixed agreement where a service provider undertakes maintenance and repairs for a specified number of properties at a predetermined cost per property. The scope of services, quality standards, and duration are clearly defined. The model offers predictability in costs and prevents unnecessary delays in completing repairs, ensuring efficient and high-quality property maintenance.
- 3.3 We will improve value for money with lessons learnt in the current contract by:
- Including a clear document that sets out what repairs are included within the PPP and PPV
 - Setting an appropriate cap to the price per property
 - Clearly defining what happens when works go above the set cap
- 3.4 The benefits of this model include:
- Less administration to approve individual SOR for all jobs/voids
 - Officers focus on quality of works rather than value

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- Faster repair completion as this model means the contractor can complete works without seeking authorisation from TDC in a majority of orders (works that fall within the cap)
 - Familiar way of working for TDC officers
- 3.5 The main disadvantage or risk associated with this model is that the contractor may try to charge for exclusions inappropriately and/or cost build so that works fall outside the cap. We will apply the solutions laid out in 3.2 to mitigate this risk
- 3.6 We explored bringing the customer call centre in-house and decided that we can give a better customer experience if the contractor retains this function. This is because they have the ability to book an appointment immediately with the customer, preventing delays and the need for call backs.
- 3.7 Key requirements will be for the contractor to have:
- A local dedicated office
 - A specialised Thanet delivery team
 - Digital integration to the council's housing management system
 - Adding retrofit for decarbonisation into the contract that includes a bid writing service for grant funding.
 - Retain some elements of landlord compliance - including: Electrical Installation Condition Reports (EICR's), lift servicing and water testing.
 - Continue to deliver the Aids and Adaptations service, for tenants with disabilities.
- 3.8 The contract will retain access for use by other TDC service areas, this includes:
- Compliance programmes for corporate buildings
 - Minor and major repairs to corporate buildings
 - Cyclical works to council owned buildings
- This contract's primary focus is responsive repairs for the council's housing stock and therefore it is understood that it cannot provide specialised services related to other service areas.
- 3.9 We are keen to extend provision of certain services in-house, where we have an existing minor works team. This includes: minor grounds works, fencing, arborist services and graffiti removal. Although we have this service in-house, we also will retain provision from the main contract, to ensure resilience for these trades. However there will be no obligation to call off specific work from the new contract, if it can be delivered by the minor works team, providing an opportunity to explore expanding this in-house service over time.
- 3.10 It is important to note that the contract will have a very strong focus on local delivery, directly employed local operatives and the use of local material suppliers, as this will be key for driving efficiencies. An apprenticeship scheme will also be stipulated along with other social value initiatives.
- 3.11 We considered the option to provide the service through our own Direct Labour Organisation (DLO) or local authority trading company (LATCO) as this can provide the following benefits:
- directly managed service should in theory mean TDC would have better control of the operatives and be able to drive up customer satisfaction.
 - provide a team that is entirely focused on delivering services for TDC leading to customer service benefits

- residents may have more buy-in into the model, as they see the service being delivered by TDC and not an external Contractor.

3.12 However, there are a number of significant challenges and risks associated with implementing a DLO or LATCO:

- We don't have a depot and it would take quite a substantial investment to set that up.
- We would need the extra officers to manage the blue collar workers' and fleet
- Officers/space to purchase and store materials and plant - requiring procurement
- Additional management for finance and ICT
- Initial TUPE issue as operatives transfer from the current contractor - TDC will be responsible for managing this process
- It wouldn't cope easily with peaks and troughs of work - responsive repairs are very seasonal and weather sensitive and a DLO would not have the option to balance work across clients.
- There will be a requirement to formally procure and manage sub contracts for skills and materials that the DLO does not have, for example compliance disciplines like electrical safety, asbestos management, passenger lift servicing and maintenance.
- Further officers for contract management of subcontractors for works the DLO cannot pick up - for example, planned works/major voids. For periods of high demand that could not be covered by the DLO.
- Organisational capacity to manage a key service transition to an alternative service delivery vehicle during a period where the council is delivering a number of high profile projects (e.g. Levelling Up, Margate Town Deal)

3.13 In order to mitigate risk, the contract will be set up with a clause that allows TDC to terminate certain aspects of the contract on a no-fault break clause basis. For example, if one of the compliance workstreams, say Fire Servicing, was proving to be very challenging, TDC could serve notice on that given workstream without terminating all the other workstreams. This could then be procured with the aim of appointing a more specialist provider.

4.0 Grant funded element of works

4.1 As part of this contract we want to be prepared for any funding opportunities that might come available to us. We successfully bid for funding in SHDF wave 2.1 and are now on target to deliver works within the prescribed timescale. We did this with a bid writing and delivery partner. As this model has already worked well for us, we want to be prepared for the release of any future funding by adding this element into our new partnering contract.

4.2 To enable this, we have added a second lot that specifies a data modelling, bid writing and subsequent works delivery partner.

4.3 Advertising a second lot gives the opportunity to contractors who may specialise in this line of work but not void and responsive repairs to bid for this part of the contract.

4.4 We want the flexibility to be able to strike fast when funding is released, with an experienced bid writer that will offer an increased chance of success.

- 4.5 Often funding is caveated with a small delivery window. By procuring this contract upfront we can ensure we have the delivery mechanism in place to meet the timescales dictated.
- 4.6 This model offers the greatest success in being in a position to bid for available grants and deliver the work to ensure we receive all funding awarded.

5.0 Procurement strategy

- 5.1 We have taken advice from our in-house procurement team and also FFT, our consultant, in regard to the procurement strategy and propose to follow a restricted procurement procedure.
- 5.2 This is a two stage process where we initially invite contractors to tender with a short qualification questionnaire. This allows us to establish a robust tender list to put forward for full tender.
- 5.3 Contractors prefer this method for a contract this large and complex because of the amount of work it takes to submit a full tender. Where there is an unknown quantity of competition, some contractors will be put off.
- 5.4 This procurement strategy will take 18 months to complete and therefore we must begin the process in Quarter 3 2023/24.
- 5.5 Our consultant will take the lead with this procurement, carrying out the main aspects of the procurement themselves, rather than rely on our in-house team. FFT will use their MyTenders tendering portal, which will ensure the opportunity is advertised in Contracts Finder and Find a Tender and is fully compliant with the Public Contract Regulations. The reasons for this decision are as follows:
- Experts in procuring contracts for this service at this value
 - Dedicated project manager will ensure the procurement stays on track
 - This will be incredibly time consuming and would absorb a lot of the in-house team's time - potentially taking away from other important TDC procurements during a period when the council is progressing with a number of other high profile procurements.
- 5.6 This strategy follows the same strategy taken when the current contract was procured in 2016, which successfully procured Mears within the required timeframe.

6.0 Contract form

- 6.1 We intend to award a Term Alliancing Contract (TAC-1), as this is the contract that is replacing the Partnering Term Contract - which we have in place at the moment. The benefits of this is that it has been updated and uses terminology that embraces an 'alliance' between partners.
- 6.2 It is beneficial to award for a significant period, thus gaining economies of scale and building strong contractual relationships. We will procure a long term contract for an initial 10 years, with the option for a further 5 years. Keeping in mind that contracts have standard breaks in them should there be issues with performance.
- 6.3 This contract will have an estimated annual value of around £11 million, meaning it could hold a value of £165 million should it run for the full 15 years. This estimated

value does not waiver from the current budget forecast and is already costed into the HRA budget plan, nor are we obligated to spend the full amount each year. For example, if there are no grants available to support retrofit measures for net zero, then that part of the budget will not be spent.

7.0 Resident Engagement

- 7.1 This contract affects all of our tenants and leaseholders in some way and is a key driver of customer satisfaction.
- 7.2 Our residents possess valuable firsthand experience of the current services provided under this contract. Their insights into the contract's performance will play a pivotal role in shaping the new contract.
- 7.3 During workshops, we used insights gathered from complaints and customer satisfaction feedback to explore potential contract improvements. This generated a comprehensive list of operational service enhancements, all of which will be evaluated and integrated into the new terms and conditions document.
- 7.4 We organised a focus group meeting with residents who expressed an interest in being involved in this process. In the meeting we explained the re-tender process and the recommendations outlined in the FFT options appraisal. The feedback received from the group was overwhelmingly positive. They endorsed the outsourcing contract model to the incumbent MEARS, affirming its efficacy in meeting TDC's bandwidth service requirements while ensuring stable and reliable customer service.
- 7.5 Engaged residents will continue to be actively involved, providing feedback and assisting in the evaluation of tenders, thereby ensuring their perspectives are central to the decision-making process.
- 7.6 In compliance with legislative requirements, we will conduct the statutory Section 20 leasehold consultation, upholding the necessary legal standards throughout the process.

8.0 Recommendations

- 8.1 Through this report, we are recommending to move forward in the following way:

1. Procure this contract using the procurement strategy as described above.

The key reasons behind the recommended delivery model are:

- There will not be significant set-up costs,
- There will not be significant procurement costs as everything will be procured under one umbrella,
- The model is already well known to TDC and the staff are skilled in delivering such a model,
- There will be no requirements to significantly change the TDC resource structure,
- The risk is suitably shared with an external contractor opposed to sitting with TDC,
- The focus on the new procurement / Contract can be refined as opposed to

- creating a new model that is unknown to TDC.
- TDC have already demonstrated that a good level of customer satisfaction and an efficient service can be delivered via a single Contractor outsourced model

The procurement of this contract is highly complex and time consuming, reasons for the preferred procurement route are:

- FFT are experts in procuring contracts for this service at this value
- Dedicated project manager time will ensure the procurement stays on track
- This will be incredibly time consuming and would absorb a lot of the in house team's time - potentially taking away from other important TDC procurements

8.1 We have explored other options but these are not recommended::

1. Procure this contract using an open procurement campaign. This is not recommended as this is not the approach favoured by the market, meaning we may not be able to attract the contractors we would like to tender.
2. Establish a DLO or LATCO for the provision of this service. These options are not recommended, for the reasons set out in this report and in the options appraisal attached at annex 1.

9.0 Next steps

9.1 Following review and scrutiny by this panel, the report will go to Cabinet for the letting of the contract to be approved

Contact Officer: Sally O'Sullivan - Head of Tenant and Leaseholder Services
Reporting to: Bob Porter (Director of Place)

Supporting documents:

[Annex 1 - FFT options appraisal](#)

Corporate Consultation

Finance:

Legal: Ingrid Brown (Head of Legal and Democracy & Monitoring Officer)

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Options Appraisal

For

Repairs, Voids, Planned Works and Compliance Works

On behalf of

Thanet District Council

Prepared by

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Faithorn Farrell Timms

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Date: 1st November 2023



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1. Executive Summary

- 1.1.1. Thanet District Council (TDC) has commissioned Faithorn Farrell Timms (FFT) to provide independent and impartial advice and produce a detailed Options Appraisal pertaining to the delivery mechanisms for the future provision of its responsive repairs, void refurbishment works, planned refurbishment works and compliance servicing Contract.
- 1.1.2. The purpose of this Executive Summary is to provide a high-level summary of the contents of this Options Appraisal and to set out the preferred option in relation to how TDC will deliver their responsive repairs, void refurbishment works, planned works arrangements and compliance services over the coming years.
- 1.1.3. This report sets out all the stages undertaken in the Options Appraisal process and explains the rationale for the preferred option set out in this section of the report. The preferred options for the delivery of the arrangement/s are as set out under the bullet points below.
- 1.1.4. Having considered all of the available options, TDC are likely to procure a more traditional model whereby there is a Client and Contractor arrangement. In order to meet the key objectives and requirements of TDC, which include the points set out under section 3 of this report, as well as driving efficiencies across the service, the following options appear to offer the best solutions:
- A single Integrated contract for Repairs, Voids, Planned Works and Compliance Services, which will also incorporate an element of works to corporate buildings. This is very similar to the current model that TDC already successfully deliver with the current incumbent Contractor.
 - Stock Condition Surveys will be omitted from the new Contract.
 - The potential creation of a bespoke framework for planned Maintenance Works to supplement the long-term arrangements already procured by TDC.
 - A long-term Contract, potentially 10-15 years, which could be an initial 10 years with the option for a further 5 years. Also, Contract have the standard break provisions in them regardless.
 - The preferred pricing model is a Price Per Property and Price Per Void pricing model with the NHF SoR's, Version 8.0 to supplement them. There will also be Basket Rates for Planned Works and other bespoke schedules for compliance services. Key requirements of the PPP model will include a clear exclusions documents, setting an appropriate cap and defining what happens when works go above the set cap. Vandalism is also to be included in the PPP rate.
 - There was some appetite to explore whether a small in-house DLO could pick up certain aspects of the Contract, such as fencing. This will require further consideration.
 - The Contractor having a local dedicated Thanet office will be a key requirement.
 - Following the Restricted Procurement Procedure as time permits and the market are less keen on the Open Procedure.

- Use of TAC-1 as the form of Contract.
- Due to TDC's location in East Kent it was agreed that issuing a Prior Information Notice (P.I.N.) will be key to understand what market interest there is likely to be.

1.1.5. The key advantages to this approach are set out below:

- There will not be significant set-up costs,
- There will not be significant procurement costs as everything will be procured under one umbrella,
- The model is already well known to TDC and the staff are skilled in delivering such a model,
- There will be no requirements to significantly change the TDC resource structure,
- The risk is suitably shared with an external Contractor opposed to sitting with TDC,
- The focus on the new procurement / Contract can be re-financing opposed to creating a new model that is unknown to TDC.
- TDC have already demonstrated that a good level of customer satisfaction and an efficient service can be delivered via a single Contractor outsourced model.



2. Introduction and Background

- 2.1.1. TDC current repairs, voids, planned refurbishment works and compliance servicing Contract commenced on 1st April 2016 for an initial 4-year term, with the option to extend by a further 5 years. The 5-year extension was granted back in 2020 meaning that the revised Contract conclusion date is **31st March 2025**.
- 2.1.2. Mears were appointed to deliver the service across the TDC property portfolio of circa 3,500 properties. The annual value of the Contract for 2022/23 was circa £2.2m for repairs (PPP and SoR combined), circa £860k for voids, circa £600k for planned works and circa £300k of compliance works, giving an overall total of circa £4m, exclusive of VAT. The Contract is a Term Partnering Contract (TPC) 2005 (amended 2008).
- 2.1.3. With the pending Contract conclusion date just over 18 months away, TDC are looking to explore their options for the new Contract. In order to explore the options available, TDC appointed Faithorn Farrell Timms LLP (FFT), to support them to develop an Options Appraisal in advance of TDC running a full procurement. The purpose of this report is therefore to explore and set out the various Options available to TDC moving forward.
- 2.1.4. In terms of the brief for the Options Appraisal, the following methodology was agreed between TDC and FFT.
- 2.1.5. FFT would engage with TDC property services staff and other key stakeholders (Housing management, and contractors as appropriate). FFT will treat this session as an initial lessons learnt review, but can roll it out to a wider team if it's deemed appropriate.
- 2.1.6. FFT will review TDC's performance and transactional data and consider the findings to inform our further recommendations.
- 2.1.7. FFT will look at all current models for delivery and management of a day to day repairs contract including Schedule of Rates, Price Per Property, Fixed Price, Open Book, Cost Plus etc and consider their suitability for TDC.
- 2.1.8. FFT will look at all the possible 'external' delivery models (e.g. Wholly Owned Subsidiary, Joint Ventures, Traditional outsourced partnering Contracts, a DPS, etc) and provide a commentary around the pros and cons of each.
- 2.1.9. FFT will consider whether a DLO or partial DLO could be implemented.
- 2.1.10. FFT will look at all the possible Contracts that could be used and provide a commentary around the pros and cons of each. We will also aim to give some high-level budget figures with regard to how much each model may cost to procure.
- 2.1.11. FFT will look at all the possible pricing models and provide a commentary around the pros and cons of each. FFT will also aim to give some high-level budget figures with regard to how much each model may cost to procure.
- 2.1.12. FFT will consider if the Contract could benefit from being broken down into Lots – workstream based.
- 2.1.13. FFT understand the current Contract expires in 2025 and as such we will advise TDC of an



appropriate timeline to deliver the new arrangements, relative to the model selected. We will also provide advice on the different procurement procedures and the associated timelines.

- 2.1.14. Due to the differing types of Contracts that are used to deliver repairs and voids contracts, the name of the party delivering the Contract can differ from Contractor to Service Provider. The current Contracts are the TPC 2005 (amended 2008), which refers to the Service Provider. The JCT MTC on the other hand refers to Contractors. This report therefore makes reference to Contractor, Service Provider and Provider, but these all relate to the same entity.



3. Lessons Learnt Workshop

- 3.1.1. A fundamental part of the process was for FFT to engage with TDC property services staff and other key stakeholders (Housing management and contractors as appropriate) to understand how the Contract has been operated over the term of the Contract. FFT therefore treated the session as a lessons learnt review in order to understand what has worked well and what would benefit from change in the new arrangement/s. Obtaining this information is key to helping FFT set out the options available to TDC with regards to how best deliver the service moving forward. It will also be key to how the future Contract/s are compiled due to TDC's fairly remote location in North East Kent.
- 3.1.2. The lessons learnt workshop took place on 10th August 2023 at TDC's offices in Margate. Set out below are the key themes that were highlighted and discussed during the workshop.
- What is working well and what needs improving?
 - Full asset Management Contract – Repairs, Voids, Planned Works (fairly low spend) and numerous specialist compliance workstreams. Would it benefit from splitting out the planned works and/or compliance workstreams?
 - Even split repairs and voids or does one Contractor work well.
 - Does the PPP and PPV model work well for repairs and voids? Any issues with the model?
 - How does the separate PPP model work for houses and flats and does the PPP for garages work? Is there value with the latter?
 - Likewise, the separate options with and without electrical test and condition survey?
 - Are there any instances of job building (e.g. high numbers of exclusions and job building to exceed the PPP cap), job duplication, job cancellations and recalls a problem?
 - Does the outsourced Call Centre work well and does the diagnosis work well?
 - What is the Customer Journey / Experience, including communication?
 - Are the communications protocols working?
 - Are appointment times appropriate – 2hr slots?
 - Do the amended 8am – 8pm Monday – Friday slots work and is this at a cost to TDC? Likewise, Saturday mornings.
 - Priority Categories – E.g. Emergency 24/7 (attend in 2hrs, make good in 4hrs), Emergency 24hr, Urgent (7 Calendar days) and routine (28 Calendar days)?
 - Voids – Minor 4 working days, Standard 16 working days, major 3 months?



- Planned Repairs – 35 Calendar Days
- Has the situation with non complaint EICR testing been resolved?
- Likewise, 20% Condition reports annually?
- Quality Standards, including levels of Contractor/Client Inspections
- Are the levels of sub-contracting an issue?
- IT Systems / Interfaces – How do Mears update Northgate and how do they interface with TDC systems (also TDC aspiration for live tenant access, SMS etc).
- Do the KPI's work well and are they managed/changed when Contract extended?
- CPI capped at 8%, but based on average of previous year – has this worked?
- Quoted works cap at 8% and never below 5%. Do quoted works cause an issue?
- Does the process for dealing with missed appointments work?
- How is tenant damage dealt with through the PPP and PPV model and do TDC re-charge?
- How are complaints dealt with?
- What is the level of data like, as this will be key for future models?
- Do TDC have resourcing issues? E.g. Does a PPP represent a resource light model that makes it easier for TDC to manage.
- What are the Contract Management measures in place?
- How effective has the TPC Form of Contract been on the Contract?

3.1.3. Further to the above, we have listed below the key feedback from the various stakeholders who attended the workshop.

- Kitchens and Bathrooms are being procured separately, so will sit outside the new Contract/s, as a 7-year Contract is being procured.
- Mears struggle to resource Planned Refurbishment works. Mears also struggle to onboard their supply chain.
- Gas servicing and breakdown cover sits outside of Contract, and this will be the same moving forward. A long-term Contract has been awarded to BSW.
- Pest Control sits outside the Contract and asbestos is only included on voids, although it was suggested that asbestos (removal / testing) should be included in the new Contract. Although consideration will need to be given to the poacher and gamekeeper situation). Interestingly, FFT have spoken to Folkestone and Hythe District Council, and they have advised that the TDC model for voids always worked better under East Kent as asbestos



and gas were included in voids.

- The combined PPP/EICR model works well in the main, although there have been some issues around the delivery of EICR's.
- Consideration is required in relation to including vandalism within the PPP model if a PPP model is retained.
- Discussion took place with regard to the potential omission of EICR's and the associated repairs. Interestingly, FFT have since spoken to Folkestone and Hythe District Council, and they have a similar issue and Mears use the same electrical sub-contractor with them. The feeling was to include EICR's in the new Contract, but further discussion required. If retained TDC could use the 5 yearly EICR tests an opportunity to carry out a damp and mould survey.
- Corporate services are included in the Contract and a further session with corporate services will take place. The value is circa £300-500k. Please refer to the notes at 3.1.5 of this report in relation to the meeting that took place with corporate services on 20th September 2023.
- Overheads and profit are included in the PPP and PPV costs and are not paid as additions.
- There was support for adding water testing, including tanks in tower blocks into the new Contract. The overall feeling was for it to be included.
- There was support to include lift servicing and fire alarm servicing in the new Contract/s.
- The call centre has struggled with regard to gaining access and takes up a fair amount of TDC time. It was thought to lack efficiency and can fail to be pre-active at times. That said, there was still a lot of support for an outsourced call centre, although a local Thanet office with a shared space would be important moving forward. There were a number of pros and cons of outsourcing the call centre.
- Any local office would need to be specific to the TDC Contract and not linked to other Contracts.
- The supply of materials can be an issue, with Mears only really using Travis Perkins.
- There was support to add fire safety works, including fire doors and fire door replacements, to the new Contract.
- Whatever the new Contract/s look like, there is a need to include damages for the likes of late voids delivery.
- There was some support to explore whether the likes of Plentific could add benefit to the new Contract/s. Discussion took place around the benefits of such a model and the overall feeling was that this would not be the preferred solution for TDC, especially given their location and the different workstreams.
- The level of work undertaken in TDC's void properties is significant with full refurbishments commonly undertaken. The new void model will need further consideration at the design phase. The current void process is very resource heavy and this needs consideration during the tender preparation phase.
- Retrofit and decarbonisation are currently excluded from the Contract.
- There is evidence that job building can occur on the larger repairs and this needs looking at further in the new model. There was also discussion with regard to when is a repair not a repair.
- There was discussion around the need for a major repairs team to support the day to day responsive repairs team, e.g. a skilled support team to pick up more complicated repairs.
- Aids and adaptations are included and work well.



- The management of sub-contractors needs to be clearly defined in the new Contract/s. The operatives of Mears electrical sub-contractor do not wear Mears uniforms and residents are not updated with regard to a sub-contractor attending their property.
- Recalls on repairs have not represented a notable issue.
- The co-ordination of different trades often represents an issue, especially where there is a reliance on sub-contractors.
- Jobs being cancelled and then re-booked is however more of an issue and needs reviewing.
- Follow on works can often be an issue with responsive repairs.
- AM / PM appointment slots work well, but consideration to be given to moving to 2hr slots.
- The 8am to 8pm appointment slots are thought to be overkill.
- Communication is an issue. Late cancellations and missed appointments do represent an issue and the new Contract needs to include damages for such situations.
- Resident satisfaction is currently at 89%, so in general, positive.
- The integration between the Client and Contractor IT systems needs improving.
- The interface between Mears MCM system and TDC's NEC system causes some issues and TDC are not aware of what is raised through MCM. TDC only see the job ticket, they do not see the detail and evidence behind the job ticket. There is also a lack of access to MCM.
- Mears commonly cancel urgent repairs and raise them as routine repairs, but don't update TDC.
- There is a lack of comm's on communal repairs.
- Vandalism is excluded from the PPP model. Mears are however good at flagging such damage.
- When a repair is a tenant's responsibility, Mears do push back on these.
- The WIP (work in progress) is generally good, but there is no visibility with regard to whether jobs are being cancelled and re-raised.
- Void turnaround times are in the main good, with key to key times positive.
- TDC do not include decorations within voids. Decoration vouchers are offered.
- Moving forward, FFT will explore the options available to TDC with regard to re-charging for rent loss and also incentivising rent gain on voids, e.g. early delivery.
- TDC pay 5% on quoted works.
- The level of quoted works can be an issue and specialist work need to be clearly defined in the new Contract/s.
- A full time Resident Liaison Officer will be required.
- The complaint management process needs to be clearly defined.
- Social value clauses need to be included with the potential for tenderers to set out their annual offering to TDC. Further work required. Likewise, around the number of apprenticeships / local recruitment per annum.
- In terms of the cost model, there was a fair amount of support for the PPP/PPV model as this has worked well for TDC in the main. The inclusions list does however need to be refined and vague descriptions need to be removed with clear parameters for how the model will operate defined.
- The PPP cap will also need to be considered with a potential cap of £500.00 set on included repairs. FFT will set up a model that protects TDC against job building.
- It was agreed that TDC will use Version 8.0 of the NHF Schedule of Rates to supplement any PPP/PPV model.



- The TPC Form of Contract and the Partnering ethos have worked well in the main.
- A shared call centre is a key requirement for the new Contract. TDC and FFT will explore the benefits of moving to the Term Alliance Contract (TAC-1), which is a more modern version of TPC.
- It was agreed that the new Contract should be long term, with 5 + 5 + 5 suggested. All the relevant Forms of Contract will have break clauses as standard anyway.
- There was a fair amount of debate around the different delivery models and the overall feedback was that there was no real support to create a Joint Venture, a Direct Labour Organisation or a Wholly Owned Subsidiary. The main reasons being due to the associated set up costs, the risk that transfers to TDC and the size of TDC. FFT will explore these options further in this report.
- There was however, some support for the potential direct delivery of certain specialist works.

3.1.4. Further to the above, TDC and FFT also met with Mears on 6th September to understand how they feel the Contract has operated in Practice and also to understand what, if anything, should be considered when re-procuring. We have listed below the key feedback from the session with Mears.

- Mears feel the Contract generally works well and as such it would benefit from tweaking opposed to wholesale change.
- They feel the PPP and PPV model works well.
- They can only deliver the electrical aspects of the Contract through a sub-contractor.
- They admitted to experiencing issues with the delivery of the EICR programme, but advised that some of this was due to non traditional programmes being issued. This has now improved. This could be one area for review.
- There was discussion around the stock condition survey, and it was agreed that this may sit best outside of the Contract/s.
- Mears advised that for a Contract to be attractive to them it would need to be circa £6m a year. There are however a lot of factors that would also need to be considered from FFT's experience, including the likes of profit margins, location, client relationship. FFT would not therefore propose making any decisions on this alone.
- A long-term Contract is key to making the Contract attractive. A 10-year term with the ability to extend for a further 5 years was mentioned.
- Mears feel repairs, voids, compliance and NetZero workstreams all fit well together. They also feel planned and responsive link well.
- Mears advised they would be happy with either an Open or Restricted Procedure procurement process, although FFT are unsure if they fully understood the question.
- The KPI's need to be concise and the recent work undertaken has certainly benefited



these.

- Mears feel complex repairs and disrepair claims can be better managed under a PPP model.
- The timescales for emergency repairs, urgent repairs and routine repairs works well.
- A cap on the PPP of either £500.00 or £1,000.00 is sensible.
- Consideration should be given to whether pumps and meters are included in the new Contract.
- Could the new Contracts be set up to allow heating outside of Gas to be picked up under the new Contract?
- The 8am to 8pm appointments were discussed and these only operate on the ability to react to such appointment slots, they are not offered out as standard.

3.1.5. Further to the above, TDC and FFT also met with TDC's corporate team on 20th September to understand what, if anything, they would like to see included within the new Contract. Set out below is the feedback from the session on 20th September.

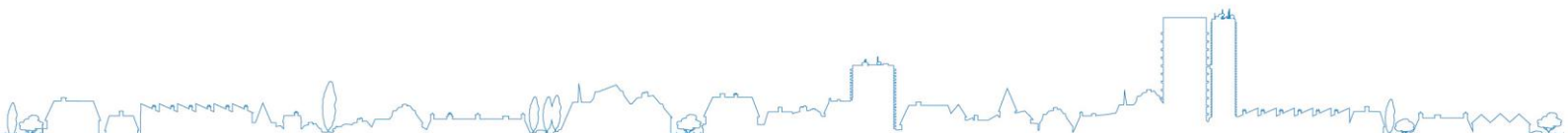
- At present TDC corporate (TDCC) do not have a direct link with Mears and any work undertaken is via quoted works as the SoR's are not applied.
- TDCC would like the option to use the new Contract, but likewise do not want to tied down to using it and need to option to go elsewhere.
- The total value of works undertaken is circa £600k, of which £200k was from the estates team.
- The new Contract could offer up the options to deliver repairs and planned works and the tender could contain different uplifts for working on corporate buildings.
- It was agreed that the annual value for the new Contract will be circa £300-500k, but this will come with a no work load guarantee.
- It was agreed that all the buildings that could be covered under the new Contract will be clearly listed in the tender TDCC to provide.
- The tender documents will make it clear that any works delivered to corporate buildings will be via separate Orders and separate clienting.
- Technical services are also looking to tender this year and civils will always sit outside of the new Contract. Works to the likes of roofs to coastal shelters could however sit in the new Contract.
- Out of hours repairs could form part of the new Contract, but they would need to sit outside of any PPP model and be paid on attendance and SoR's.
- Car park and cemeteries could also be covered. Clear site details will be required.
- If using the new Contract, the documents will make it clear who can raise orders from TDCC's point of view.
- Sub-contractor qualifications and competency need clearly defining in the tender. Likewise a question on managing sub-contractors.
- A minor works team does exist, but it currently only includes 2 operatives. TDC may look to expand this.



4. Review of Performance Data

4.1.1. FFT have reviewed the KPI data provided by TDC for the year between April 2023 and July 2023. FFT have added a RAG status colour coding to the year to date KPI results. Four of the eighteen are rated as Red where they are failing to hit the targets, with the most notable issue being around EICR delivery, although FFT understand from discussion that things are improving. Five of the eighteen are rated as Amber as they are either very close to achieving the KPI or there is no data on the KPI year to date. In terms of KPI 8, this meets the KPI for being less than 5%, but fails the KPI due to those failing the KPI do so by exceeding one month. Nine of the eighteen KPI's are rated as Green as they exceed to the KPI targets year to date. For ease of reference, a summary of the KPI data year to date is provided in the table below:

KPI Ref	KPI Description	Target	Year to Date
KPI 1	Customer Satisfaction	92%	88.5%
KPI 2	Emergency 4HR jobs completed on time	100%	99.83%
KPI 3	Emergency 24HR jobs completed on time	100%	99.28%
KPI 4	Urgent - Response 7 Days	98%	98.80%
KPI 5	Routine - Response 28 C Days	98%	98.01%
KPI 6	Specialist - Response 35 C Days	98%	93.52%
KPI 7	Average Days To Complete Non-Urgent Works	Average 15 days	10.82
KPI 8	Overdue Orders	<5% / 0%	3.3% overdue/46.72% of those overdue over 1 month
KPI 9	Appointments Made and Kept	96%	97.17%
KPI 10	Work Completed in One Visit	80%	81.60%

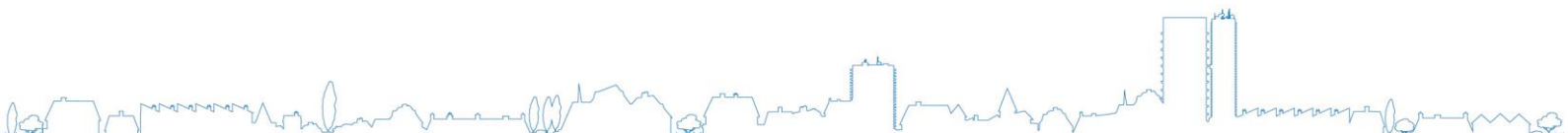


KPI 11	Void Times (Minor/Standard)	Average 10 days	10.02
KPI 12	Void Times (Major)	Average 25 days	22.62
KPI 13	Void Times (Specialist)	Average 35 days	40.92
KPI 14	Major Adaptions	Within 3 months	100%
KPI 15	Compliance - EICR Delivery	100%	36.14%
KPI 16	Compliance - FRA Delivery	100%	No Works at Present
KPI 17	Compliance - Lift Servicing Completions	100%	100%
KPI 18	Compliance - Fire Alarm Servicing	100%	100%

4.1.2. We exception of KPI 15, there does not appear to be any major alarm bells ringing, with performance generally good overall.

4.1.3. The KPI data provided is also provided at Appendix B for ease of reference.

4.1.4. Moving forward, FFT would recommend that the KPI's and associated KPI targets are reviewed when re-procuring the new Contract/s, as whilst the KPI's are all standard KPI's FFT would expect to see and the targets are within an acceptable tolerance, they would benefit from a review.



5. Options available to TDC

5.1.1. In order to ensure all the options available to TDC are considered and to make sure the preferred solution best meets the long-term requirements of TDC, the following options have been considered as part of this appraisal:

- Re-procurement of existing arrangements
- Individual Single Contracts
- Single integrated Contracts
- Multiple integrated Contracts
- Dynamic Purchasing System
- Joint procurements/shared services
- In-House Capability
- Joint Venture
- Wholly Owned Subsidiary
- Mixed Economy – a combination of some of the above options
- Full range of pricing options considered, including Price Per Property / Price Per Void, Schedule of Rates, Open Book, Average Job Value, Agreed Maximum Price or Target Price.

5.1.2. It is important to note that which ever option TDC go with, it will have a very strong focus on local delivery, directly employed local operatives and the use of local material suppliers, as this will be key for driving efficiencies whether through an outsourced contractor/s, an insourced delivery model or another form of delivery model such as a Joint Venture.

5.1.3. FFT has set out the service delivery options and a commentary on the advantages and disadvantages and risk with each at **Appendix A** for further information.

5.2. Extended existing arrangements

5.2.1. This is not an option as the Contract has been extended for the maximum possible length. Any further extension would be in breach of the Public Contract Regulations 2015 and could result in a challenge from a Contractor or the Crown Commercial Service Public Procurement Review Service.

5.3. Re-procurement of existing arrangements

5.3.1. This approach offers familiarity to TDC in so far as they may re-procure the current arrangements and use their experience to amend the Contract to influence delivery, drive value and improve service. We understand from discussion that there is still support for a Price Per Property and Price Per Void model, but other pricing models do need to be considered. There was also a fair amount of support for considering whether to keep all the current workstreams and potentially also introduce the likes of water testing.

5.3.2. Due to the above, re-procuring on a like for like basis does have support, although there are some areas to be refined.

5.4. Multiple Individual Single Contracts

5.4.1. This approach would allow greater flexibility and control for TDC and may encourage smaller specialist firms to tender for the Contracts. For example, splitting the repairs, voids, planned



and compliance services and also potentially splitting by regions, accepting that Thanet is not a widely dispersed Contract. The risk of having only one main Provider is mitigated as risks are spread across a range of contractors and would allow TDC to utilise contractor's expertise in their field. It is also possible that smaller Providers may have reduced overheads and preliminaries that could drive other efficiencies. The key benefits will be the ability for TDC to spread the risk of poor service delivery and potentially appoint smaller specialists. The disadvantages are that TDC will have to manage multiple Providers, which will be resource heavy, and the pool of Contractors in and around Thanet may be limited in number. Reducing the scope of the Contract is also likely to make the opportunities unattractive to the larger tier 1 Contractors such as Mears.

- 5.4.2. However, this approach will require significant client coordination and internal resources in order to manage a larger number of contracts simultaneously and address the complexities associated with multiple IT systems in operation, and could result in a loss of synergy across workstreams and regions, with potential duplication of works. The contractors are also less likely to invest and innovate within the contract due to potentially lower contract values and lack of scale and there is the possibility for complex TUPE issues associated with multiple individual contracts. Should this be a preferred option for TDC, there are a lot of aspects that need further consideration in terms of how this would work in practice and for these reasons, this option may not be attractive to TDC. A more attractive option may be to remove area specific workstreams that prove challenging for TDC. Although from the overall feedback, the Contract does appear to operate fairly well.

5.5. Single Integrated Contracts

- 5.5.1. This mirrors the current set up and has the advantage of unifying and co-ordinating work streams and geographical regions through a single provider. It can integrate responsive repairs, void refurbishment works, compliance servicing and also planned improvement works to get cohesion and better value in terms of preliminaries and overheads. It also simplifies the contract management arrangements with a single provider to manage. The size of contract will make it attractive and should lead to more competitive bids. It is inevitable that the main contractor will sub contract work elements and charge a management fee (within the tendered sum) to manage the sub contract(s), but this could also be the case on smaller single Contracts. The provider should also be more willing to invest in the likes of IT systems, social value and training and also drive efficiencies through their supply chain, although this may not be the service TDC are currently experiencing.
- 5.5.2. It does mean that there is a high risk if there are any issues around service failure or insolvency; TDC will have limited options to modify the delivery model. If the contract works well, it can have significant benefits, however if the service or relationship fails, it has the ability to create serious Council wide consequences. That said, it should also create an ethos whereby the two parties work in partnership to resolve and overcome issues that arise. A single contract may also work against the use of local contractors and special measures can be included to encourage the principal contractor to use local sub-contractors and labour. The biggest risk for TDC with this approach is that they will have all their eggs in one basket, so a second tier of support providers could be a logical solution. TDC also need to consider if a sole provider will support their approach to zero carbon, as a single provider may have a larger carbon footprint, unless it is using local regional based operatives and supply chain partners.



5.5.3. In order to mitigate the risk to TDC, the Contract can be set up with clause that allows TDC to terminate certain aspects of the Contract on a no-fault break clause basis. For example, if one of the compliance workstreams, say Fire Servicing, was proving to be very challenging, TDC could serve notice on that given workstream without terminating all the other workstreams. This could then be procured with the aim of appointing a more specialist provider.

5.6. Multiple Integrated Contracts

5.6.1. This has the benefits of integration and co-ordination of service areas, whilst avoiding the risk of a single provider. TDC could look to increase the number of integrated Contracts to create smaller regional Contracts and encourage specialists in those areas, but due to the relatively limited pool of providers who specialise in responsive repairs Contracts, it is likely that the same providers are likely to apply. It may also make the opportunity unattractive to the larger providers in the market, such as Mears, Ian Willams, Breyer Group, United Living, Fortem, etc. This option should however be considered if TDC are looking at encouraging SME's and smaller providers to tender, as having multiple contracts will reduce the value of each contract.

5.6.2. It provides the opportunity for TDC to benchmark across similar contracts and to compare satisfaction and value for money. It also provides TDC with the potential comfort of step in rights for service failure or insolvency.

5.6.3. As with single Contracts, this approach will require significant client coordination and internal resources in order to manage a larger number of contracts simultaneously and address the complexities associated with multiple IT systems in operation and could result in a loss of synergy across regions. The contractors are also less likely to invest and innovate within the contract due to potentially lower contract values and lack of scale and there is the possibility for complex TUPE issues associated with multiple individual contracts. Should this be a preferred option for TDC, there are a lot of aspects that need further consideration in terms of how this would work in Practice and for these reasons, this option may not be attractive to TDC.

5.7. Dynamic Purchasing System

5.7.1. Dynamic Purchasing Systems (DPS) are certainly gaining traction in the market, and they have their part to play with the delivering of asset management Contracts, and as a Practice we have recently set these up for a number of our clients. We commonly see them used to support a DLO or a main Service Provider in the form of back up support and the Plentific model is a prime example of this. Whilst Plentific is a well known DPS that operates in the repairs market, there are a number of others such as Arthur, YourKeys and Landlord Vision that also operate in similar markets. TDC would also need to ensure that any DPS operates a complete repairs service and does not just act as an approved list of suppliers that a client can choose from. TDC would therefore have two options in that they could procure their own DPS, or they could use a DPS that has already been set up, such as Plentific. Due to TDC's location, Plentific may not be a feasible option, as whilst its coverage is not nationwide, it has a stronger coverage in London and the Home Counties and although Thanet is part of Kent, it is located on the far East coast and as such coverage would need to be checked further. The issue with setting up your own DPS is the level of management associated with this, as Providers are able to join the DPS at any stage as long as they meet the minimal requirements. The big advantage of a DPS is that it should encourage local SMEs to apply who should be capable of providing a responsive service to TDC. It can also remain in place for significant periods of time and 10 to 15 years is not



uncommon. A DPS is a “live” process and contractors can apply to join at any point. It does not however guarantee longevity in workload, unless TDC issue calls for competition to create long terms arrangements with providers on the DPS.

- 5.7.2. Whilst a DPS has many advantages it is unlikely to be best suited as the primary delivery model for a responsive repairs service for a client the size of TDC. TDC would also need to consider whether they would have to create regional arrangements as it is possible that a number of providers applying may not be able to service TDC’s entire property portfolio and all the various workstreams. There are also other key areas to consider in terms of value for money as a responsive service with no guarantee of workload often comes at premium price. TDC would also need to consider how they would re-charge leaseholders and how the DPS would be consulted on. These are also considerations for TDC should this be a preferred solution, including the likes of the customer experience, resources required to manage a DPS, set up costs, Health and Safety and general compliance of those on the DPS as well as the average cost of a repair under a DPS, and for these reasons a DPS may not be the preferred option for TDC in terms of the primary source of delivery.
- 5.7.3. Another consideration is how TDC would deal with leaseholder re-charges via a DPS and what the process would need to be with regard to Section 20 Consultation. Especially with likes of Plentiful, as Leaseholder will not have been consulted when it was set up, or another DPS were to be introduced.

5.8. Joint Procurements/Shared Service

- 5.8.1. There may be benefits in procuring with another provider to make contracts more attractive to gain economies and strengthen management. This approach is used to establish a joint Framework Contract. There should be procurement economies by sharing costs and contract management economies through a streamlined process. There needs to be similarities of approach of the partners to ensure a common purpose. Different time scales and priorities may impact on the speed of procurement. FFT’s experience is that the necessity to meet the requirements of more than one client tends to dilute the focus. Furthermore, our experience is that it is uncommon that two or more Contracting Authorities with similar requirements are going to the market at the same time and as such, FFT have not been involved with a single joint procurement or shared service over the last ten years. It is more common for a merger or takeover to occur, whereby the different repairs Contracts eventually become combined.
- 5.8.2. However, it also needs to be noted that TDC have experience of a joint procurement with the East Kent Housing model, whereby four local housing providers joined together under one umbrella to deliver a service. Ultimately this model did not deliver the benefits it was hoped, and each authority reverted to manage their own contracts. Since the split from East Kent Housing, FFT understand that the service experienced under the current Contract has improved and for the reasons set out above this is unlikely to be a feasible option for TDC. It should however be noted that TDC are in a unique position, whereby three other Contracting Authorities with a similar stock size in close locality, will be going to the market at the same time. That said, FFT have spoken to Dover and Folkestone and Hythe as well as yourselves and there does not appear to be any appetite amongst the Contracting Authorities to jointly procure.

5.9. In-House Capability

- 5.9.1. An In-House Capability, which is more commonly known as a Direct Labour Organisation (DLO), has economic benefits through VAT savings on staff costs and means the service can be directly managed, which should in theory mean TDC would have better control of the operatives and be able to drive up customer satisfaction. This can lead to opportunities for early innovation and avoids the risk of the failure of an external contractor. It can provide a team that is entirely focused on delivering services for TDC leading to customer service benefits and any surplus can be reinvested. The In-House Capability can be part of the service delivery, targeted at problem areas or specific services, working alongside external contractor delivery or indeed provide full delivery. The big positive for a DLO, is that residents commonly buy into the model, as they see the service being delivered by TDC and not an external Contractor. From the workshop, there was some discussion with regard to whether creating a small DLO to all or an aspect of the Contract could have benefits. There are however a number of risks associated with this and these were seen to be a real obstacle with regard to implementing a DLO.
- 5.9.2. An In-House Capability requires different skills to manage the service – blue collar workers', fleet management, materials purchase, and will also require additional management for finances, IT and materials and plant. There will also potentially be an initial TUPE issue as operatives transfer from the current contractor and TDC will be responsible for managing this process, where previously it would have been dealt with by the HR departments of the provider partners. There will be a requirement to formally procure and manage sub contracts for skills and materials that the In-House Capability does not directly have, although if the DLO is just set up to deliver voids, this may be less of an issue. However, TDC is likely to have reasonable buying power in the market to attract a good pool of sub-contractors and suppliers and is likely to be an opportunity for small local providers. Also, as a 'contractor' with a single client, it is harder for an In-House Capability to deal with peaks and troughs of work as it does not have the option to balance work across clients and this will require careful management.
- 5.9.3. In terms of the effectiveness of existing DLO's, FFT currently work with a number of clients who have an in-house DLO to deliver their repairs and voids Contracts. One of our clients, who we would class as a mid size Contracting Authority, successfully delivers their repairs service using a DLO, but struggles to deliver planned works, larger voids and complex repairs in-house and as such they use external Contractors to support their DLO with the larger more complicated repairs and voids. It is worth noting that they operate in a very concentrated location and as such, travel time is significantly reduced. This is not greatly dissimilar to TDC. If a DLO were to be a feasible option for TDC it is unlikely they would be capable of delivering all the various workstreams currently delivered by Mears, although it could be argued that Mears also subcontract out a number of workstreams. However, doing this would mean the VAT savings obtained on labour would be lost.
- 5.9.4. Two other larger clients with significant property numbers have a large DLO; one does not pick up planned works and the other picks up the more straight forward planned works such as new kitchens and bathrooms. Both struggle to deliver larger complex repairs and voids and also specialist repairs. Whilst the DLO operates relatively successfully and there is no desire to move away from a direct delivery model, it does require the support of other externally outsourced contractors.
- 5.9.5. FFT's general experience of DLO's is that they can be a successful way of delivering repairs and



voids, but they struggle to pick up complex planned works and larger voids where there are various trades involved, as they commonly do not employ the likes of roofers, scaffolders, drainage operatives, etc.

5.10. Joint Venture (JV)

- 5.10.1. The concept is a simple commercial arrangement between two separate bodies, in this case TDC and a contractor / service provider. Within the registered provider sector, this delivery model had become more popular a number of years back, but in more recent times we have seen less Joint Ventures created, although FFT were involved in the procurement of A2Dominions JV's, which operate on a 70/30 split between A2Dominion and the two Contractor Partners. Another example of a JV is the partnership between Town and Country and Wates Living Space, which has recently been re-procured and has switched to Fortem. JVs are however more commonly formed to deliver new homes between housing providers and developers. The reason for the increase was due to the ability for it to utilise a collective pool of assets and resources, towards a common objective. Collectively through a joint venture company ("JV"), parties are able to attract additional finance and resources that would otherwise be unavailable. JVs are formed to procure and deliver services, invest in assets, strategically lead and manage a development project or provide a combination of these. The JV is intended to be profit making and the parties to it will take a pre-agreed percentage share. Likewise, the parties also share the risk and as such will take a pre-agreed percentage share of any loss or set up costs. It is the RP that will be the majority shareholder, and they will take the larger percentage profit share / risk. It is acceptable for an RP to make a profit. The percentage shareholding profit ratio split will range usually between 51%:49% and 70%:30% depending on a number of complicated factors including tax advice and a benefits model.
- 5.10.2. A JV would be an option if TDC wished to combine its services within a single entity; it is a form of a single contractor solution. Whilst the advantage is that TDC would have greater management control, this brings with it greater risk as it involves risk sharing; it is suitable where a jointly owned and managed business offers the best structure for the management and mitigation of risk and realisation of benefits whether they involve improved public sector services or revenue generation. It should not be seen as a delivery model in which the public sector seeks to transfer risk to the private sector through the creation of an arm's length relationship. For RPs, it may be more likely to consider a JV for a specific development or regeneration opportunity rather than as a means to deliver landlord's statutory maintenance services, although the likes of A2Dominion and Town and Country have done this with a degree of success, with A2Dominion coming towards the end of the initial ten year period and are looking to extend for the optional additional five years for at least one of their two JV's.
- 5.10.3. Whilst RPs can obviously benefit from the transfer of risk and day-to-day management obligations to a JV Co, they must also appreciate the consequent risks associated with creating such a delivery vehicle. These may involve potential personal liabilities for directors, the risk of insolvency, the inevitable time and costs involved in establishing companies and abiding by the regulatory provisions of the Companies Acts. A number of issues must also be clarified before launching into such an arrangement including identifying funding to establish the JV, an RPs' ability and legal method for entering into the arrangement, the scope of the RPs' involvement, and permitted activities and respective limits on the potential liability of the respective parties, as well as an exit strategy. Specific, specialist advice would be needed on the tax issues associated with a JV if this option is seriously considered. Setting up a JV requires a long lead in



period, usually of a couple of years, to resolve the purpose and structure of the JV, find the right partner and get the necessary approvals. It also comes with considerable expense in terms of procurement support, legal advice, tax advice and just as importantly, the amount of internal resource that will need to be allocated to setting up a JV.

- 5.10.4. If TDC were to consider setting up a JV, due to their size and spend profile, they would need to put as many services as possible into the JV to fully experience the benefits.

5.11. Wholly Owned Subsidiary (WOS)

5.11.1. This is a subsidiary company, wholly owned by TDC that operates with the permission of the controlling entity, with or without direct input. Its purpose is to provide TDC with the control over the means of delivery (to avoid contractor insolvency) by creating a labour agency, which provides VAT savings, and an external contractor will be appointed to manage delivery of services in return for a management fee, usually around 25% of service value. As part of its role, the contractor addresses material and equipment supply and the sourcing and management of sub-contractors. In principle, the more work that goes through the WOS, the greater the saving. It places risk with TDC but does not have the profit-sharing advantages of a JV and does not provide the same incentives for the partner (with the service delivery experience) to drive efficiencies and value. It is similar to the In-House Capability but introduces external commercial management which should make the delivery more financially focused. A WOS is arguably the mid-point between a JV and a DLO.

5.11.2. A WOS would enable TDC to derive many of the benefits of an In-House Capability, such as control over labour, resources and service standards, but have the support of the contractor in key areas of Human Resource management and would enable TDC to develop their in-house expertise in this area in preparation for transition to a full In-House Capability.

5.11.3. A WOS can offer a vehicle to deliver the VAT savings on labour, as is the case for a JV however, it may be less attractive to the market due to its relatively rare use and therefore may limit competition.

5.11.4. A WOS is likely to be of benefit if the Contracting Authority does not consider that they have the current skillset to manage the functions of an In-House Capability at the outset but do wish to leave their options open to deliver under an In-House Capability model over time. Like with a JV, setting up a WOS requires a long lead in period, usually of a couple of years, to resolve the purpose and structure, find the right management partner and get the necessary approvals. It also comes with considerable expense in terms of procurement support, legal advice, tax advice and just as importantly the amount of internal resource that will need to be allocated to setting up a JV. The other key consideration is that TDC would be responsible for the transfer of a considerable pool of staff from Mears, with the added risk that if insufficient staff were to transfer from the Service Provider, resources would then need to be recruited. This would be a risk to highlight due to the scarcity of resources currently with contractors choosing to try and retain their staff. TDC would have to lead on a significant recruitment process at a time when the market is struggling to appoint good trade operatives.

5.12. Mixed Economy

5.12.1. A mixed economy could be a combination of the various options considered above. For example, TDC may feel that a Single Contract to deliver the service across their entire stock



portfolio may drive the efficiencies they are looking to achieve, but in order to de-risk the “all eggs in one basket approach”, they may feel that having a Dynamic Purchasing System set up to provide a framework of support Contractors / Specialists, who can deal with peaks in demand or periods of increased work in progress (W.I.P.), is a viable solution. This could however prove unattractive to the larger tier 1 Contractors who may see this as undermining the main Contract. Another example would be a Single Contract to deliver repairs and major voids, with a small DLO set up to deliver everyday voids. Planned works could also be delivered by a pool of separate Contractors under a Framework arrangement. These are just two examples of a mixed economy but gives TDC greater flexibility in terms of identifying a Hybrid solution. The pros and cons associated with each should be considered as set out under each option.



6. Price Models

6.1. Price Per Property

- 6.1.1. The contractor is paid a flat rate for each home in the contract, irrespective of the number of repairs in each home. There is usually a ceiling on value and a list of works that fall outside the scope of the PPP arrangement. This passes risk to the contractor but also encourages them to fix first time to limit visits to any home. It also encourages them to keep to appointment times to gain access. The improved efficiency should benefit residents, drive up customer satisfaction and allow the Contracting Authority to focus resources on other key areas, however the model also comes with its challenges around managing exclusions, dealing with variations and providing adequate data to allow the market to price a PPP model. If the data is poor, then the market will price in the risk and a client can end up over paying for it's repairs and voids service. Furthermore, some PPP models were found to be inflexible during the recent COVID pandemic. PPP models operate on a wide range of parameters, including repair caps ranging from £250.00 up to £2,000.00. Depending on the level of the cap and what is excluded from the PPP, the costs of a PPP model can fluctuate from £250.00 up to £750.00 per property so it is very difficult to benchmark PPP models against one another, as there are so many variants that impact each model.
- 6.1.2. Voids can be covered in a Price Per Void (PPV) arrangement. This can either be a single price or price bands as described above. Whereas the PPP will give TDC an annual cost for repairs, the PPV does not set a specific annual cost as the total cost will be determined by the volume of voids presented, but an agreed monthly number can be set with a reconciliation process occurring every quarter to align expenditure with the actual number of voids delivered.
- 6.1.3. With both PPP and PPV, the provider will try to identify works as out of scope to get paid rather than have them covered by the fixed price. If the definition of out of scope is not clear, this can result in significant debate over the marginal items. It can also see providers look to build works up to exceed a cap if the model is not set up to operate in the correct way.
- 6.1.4. The PPP/V arrangement should significantly reduce client management as there is no debate on the cost of the majority of repairs falling within the PPP/V solution. It should also provide greater certainty of costs against budget as the majority of costs for repairs are fixed.
- 6.1.5. The key for TDC would be to reduce the number of out-of-scope items with a comprehensive inclusions and exclusions document. The out-of-scope works are the main area of friction. FFT is aware of several examples where client and contractor have poor relationships as both consider the other is trying to exploit the in scope / out of scope definition. This can be overcome by reviewing the repairs / issues that are causing debate and adjusting the in scope / out of scope definition to clarify the treatment of recurring items to avoid future debate.
- 6.1.6. The key to the success of a PPP model is good data being provided to the market at tender stage, as the market will rely heavily on this to arrive at their PPP figure. Failure to provide good data will either result in the market pricing in a significant risk factor or conflict occurring when the provider is unable to deliver the Contract for the tendered rates.
- 6.1.7. The PPP model is now a common means of delivery with a considerable number of Contracting Authorities electing to go down this route. TDC themselves also have experience of this type of



model having successfully operated it over the past 9 years. The success of these Contracts will differ depending on how they were procured, what the data was like when they were procured and more importantly how well they are managed.

6.2. Schedule of Rates (SoR)

- 6.2.1. A SoR is a detailed, extensive list of thousands of repairs, by trade type, each with an indicative cost against it. The sector standard is the National Housing Federation SoR. Version 7.2 is the latest edition, although Version 8.0 was released in August 2023 and FFT are currently in the process of using this with Medway Council and Southend Borough Council. Each item is allocated a code and cost to cover labour, materials, overheads and profit. This usually includes travel to the works. Costs are either per item (tap / sink) or by size (linear metre, square metre, etc). Several codes may be used to undertake works.
- 6.2.2. When tendering, suppliers offer to undertake works with a standard variation to the SoR cost (usually plus or minus a given %). Up until 12-18 months ago, we were commonly seeing low minus figures against Version 7.2 of the NHF, but more recently we are seeing double digit plus figures as material and labour costs rise, and availability becomes more challenging. All codes used are then adjusted by this rate. TDC can ask the contractor to include overheads within the tendered rate or ask for these to be identified as a separate tendered item.
- 6.2.3. The SoR code rates combine labour and material costs. While it aims to be accurate, some rates offer the contractor a better return on costs than others. For example, painting costs are usually considered to be poor. When pricing, the contractor aims to get a balance between poor and good rates. This is partly based on expectations on the volumes of work in each trade area. If actual volumes differ, this can impact on the profitability of the contract.
- 6.2.4. Some rates within the SoR will not cover the contractor's costs of undertaking the works whilst others are generous. The contractor will aim to use the code that gives the highest return for the works description and / or to apply more than one SoR code for each job as this will bring additional income, therefore, robust contract management is essential.
- 6.2.5. The SoR used to order the works may often be different to the actual works required, resulting in the need to agree variations to the order request and value.
- 6.2.6. The advantages of an SoR solution are that it is well known and usually contractors and clients are used to operating it, as is the case with TDC and Mears for dealing with exclusions to the PPP and PPV. It is a straightforward method of tendering that can be relatively simple to identify best value. In principle, it applies a specific, measured cost for each repair so costs should reflect the actual extent and volume of works, however, the volume of variations required can offset this.
- 6.2.7. There should be minimal risk for the contractor as each repair order will be paid for. The contractor's tendered price may reflect the contractor's perception of the likely strength of client management and the contractor's ability to use the SoRs to recover costs.
- 6.2.8. TDC currently deliver repairs exclusions, voids exclusions and an element of planned works using the NHF SoR model and as such, it is already well known to TDC and its staff.
- 6.2.9. The disadvantage for clients is that contractors are usually better at operating a SoR system and



can use the order description and codes to add works to increase their return on each job to ensure their costs are covered. Contracts can become confrontational as the two parties attempt to balance costs and return, creating a lack of trust on both sides. Furthermore, the volumes of invoices and the management costs for both contractor and client make this a fairly resource heavy invoicing mechanism. It is however, a very transparent way of identifying costs to be re-charged to leaseholders.

- 6.2.10. One large benefit to Version 8.0 of the NHF SoR's is that scaffolding up to two story's is now excluded and this should remove many debates around what is actually deemed to be included. Although, it is not yet clear if this will mean Contracts become more expensive for clients as the true costs of scaffolding are actually claimed.
- 6.2.11. In terms of the current price point in the market, FFT have seen a notable change over the past twelve to eighteen months, with minus adjustments becoming far less common. Twelve to eighteen months ago, FFT were seeing adjustments ranging from early single figure minus adjustments, such as -1 or -2% up to late single minus adjustments, such as -9 or -10% against Version 7.2 of the NHF SoR's. Over the last twelve months, we have seen these figures change significantly to low double digit figures such as +10 or +12%.

6.3. Open Book

- 6.3.1. Open Book is designed to avoid the confrontational element of repairs contracts where the contractor is assumed to be attempting to use the payment mechanism to increase income and the client is trying to prevent this. The principal is that the contractor will be paid the actual cost of delivery, removing the risk. The cost of the service is based on labour, materials, overheads and profits. At tender stage, the contractors set out their costs for each of these to deliver a predicted work volume. The client and contractor work in partnership to achieve service efficiencies as this will reduce the contractor's delivery costs and the resultant cost to the client. The Open Book solution assumes that the contractor will operate efficiently and achieve high operative productivity. Clear performance measures must be set and monitored to ensure that the contractor is delivering an efficient service.
- 6.3.2. The advantage should be that the actual cost reflects work volume and type. There is limited risk for the contractor and a competitive price should result. As costs of labour and management are set at the start, there should not need to be regular debate over cost. The discussion will focus on work volumes arising and the efficiency of the contractor's response, their deployment of resources and their ability to manage operative productivity.
- 6.3.3. This model is not well known to TDC as they currently operate an SoR model for the delivery of responsive repairs. Should this be a preferred option moving forward, consideration needs to be given to what Contract Management requirements need to be written into the tender documents to ensure there is a level of trust with open book reviews.
- 6.3.4. The client and contractor should focus on the processes to improve the efficiency of both teams to get the most efficient solution for both client and contractor to minimise costs.
- 6.3.5. The common disadvantages associated with an Open Book model are those relating to value for money. As the client pays the cost that the provider pays, including a mark-up on materials, the provider is not under the same commercial pressures they would be with a different price model, e.g., they know they will be reimbursed for the costs they incur so the desire to make



commercial savings has the ability to be lost if not managed correctly. We have also seen traits whereby the provider is lazy and simply passes on the supply chain costs without checking and challenging them.

6.4. Agreed Maximum Price or Target Price (AMP)

- 6.4.1. This solution essentially hands responsibility for financial control of the repairs budget to the contractor. The contractor agrees to deliver the service within the Agreed Maximum Price or Target Price (AMP). Their responsibility is to manage repairs volumes and replacement items to deliver the required service level. This solution assumes that the contractor is the professional in delivering the service and is best placed to manage delivery. It places risk with the contractor but also most of the control mechanisms to be able to manage the risk. As with the PPP solution, it encourages the contractor to be efficient. The contractor will manage the call handling function.
- 6.4.2. There is usually an agreement within the AMP solution that if the contractor is able to achieve the efficiencies and make a saving, this is shared with the client. The share need not be 50:50.
- 6.4.3. There is a list of repair / renewal categories that are covered by the AMP (or exclusions from it). There are usually very few omissions as the purpose is to get the full service. Again, this list sets the framework for delivery within the AMP. The contract price is therefore usually the client's repair and maintenance budget.
- 6.4.4. This solution could reduce TDC's management of day-to-day delivery and could allow them to focus on quality. The client needs to have regular and frequent information from the contractor on performance, volumes and costs to ensure actual repairs align with the anticipated experience. Management usually focuses on the margins where actual repairs requests and work types differ from expectations. It should also allow the client more resource to focus on the resident experience and satisfaction.
- 6.4.5. Payment should be simple, with one twelfth of the total cost being paid each month on a single invoice, significantly reducing client management and processing costs.
- 6.4.6. The key risk with this model is that it places all the risk with the contractor but also most of the control mechanisms to be able to manage the risk. It is also reliant on the Contractor looking to drive efficiencies and can create conflict if the Contractor reaches the AMP before the anniversary of the Contract. The client is likely to require a risk pot to deal with this situation as it is unlikely that a Contractor will continue to deliver a service if they have exceeded the AMP.



7. Delivery Options not supported

- 7.1.1. The delivery options set out below were not considered appropriate for TDC and their objectives when taking into account the organisations drivers, size, geographical location, previous experience with different forms of delivery models and the current challenges housing providers and the market are having to navigate in terms of the lack of labour, increasing material costs, increasing fuel and energy costs, etc. Had TDC been looking at their options at a different moment in time, the options set out below may have been more attractive to TDC.
- 7.1.2. Joint Procurements: Whilst there is logic in a joint procurement if all four Authorities (Dover, Thanet, Canterbury and Folkestone and Hythe) are looking to procure at the same time on the same terms, which may be unlikely anyway, TDC is of sufficient size to procure independently, and it does not need to seek a joint procurement to attract suitable contractors. In addition to this, TDC's drive for high levels of customer service does not lend itself to joint procurements with other Contracting Authorities. TDC also has previous experience of four organisations working under a single umbrella that was East Kent Housing which did not succeed due to individual client objectives. Thus, TDC would not wish to repeat this due to the potential risk of failure. A point worth noting is that TDC do need to give consideration with regard to whether the other three authorities are likely to be procuring at the same time, as this could impact the attractiveness to the market and also impact the resources of those looking to bid. TDC have attempted to speak to the other three authorities to further understand their approach to re-procurement, but there was relatively little desire to procure, which includes TDC themselves.
- 7.1.3. An In-House Capability / DLO: Due to the significant costs and risks associated with setting up a DLO and the amount of risk that would transfer to TDC, this option is not deemed appropriate. The nature of Registered Provider employment arrangements and salaries, leave and sickness arrangements mean that generally, unit wage levels are higher than private sector peers and this can offset the VAT gains. VAT savings are also not a benefit of such a model with a Local Authority as the VAT is claimed back regardless. There will also be an in initial TUPE issue as operatives transfer from current contractors and TDC will be responsible for managing this process, where previously it would have been dealt with by the HR departments of the provider partners. On the flip side, if insufficient staff were to transfer from the current Providers, TDC would have to embark on a considerable recruitment drive at a time when the market is short of good skilled operatives. There will be a requirement to formally procure and manage sub contracts for skills and materials that the In-House Capability does not directly have. It is also likely that TDC would have to re-procure the likes of the compliance services outside of the in-house delivery model. Also, as a 'contractor' with a single client, it is harder for an In-House Capability to deal with peaks and troughs of work as it does not have the option to balance work across clients and this will require careful management. Especially when taking into account the seasonal fluctuations that occur with a responsive repairs service. Furthermore, TDC do not currently have any depots where they could run a DLO from. This would therefore become a further expense. There is likely to be notable set up costs associated with bringing the service in-house, which will include, but are not limited to the creation of a repairs call centre, procuring vehicles, putting in place all the relevant IT systems and creating a depot for storing materials, vehicles, etc. It is hard to place an exact cost on this, but we would suggest a figure of £300-400k would not be unrealistic.
- 7.1.4. Joint Venture: This solution would establish a separate company jointly owned by the contractor



and TDC. One party usually has a 51% (or higher) share and the other 49% (or lower). Costs and surpluses are usually in proportion to the shareholding. This will require a significant concentration of the contracts, if not all, with a single supplier. Whilst the option to influence the management and direction of the contract is far greater than in a single integrated contract and there is the potential to benefit from surpluses generated, a joint venture requires commitment, time and finance to set it up. The set-up costs are likely to be around £300,000 and could be even more for TDC due to the nature of the business. It will also require a separate governance arrangement to manage the JV.

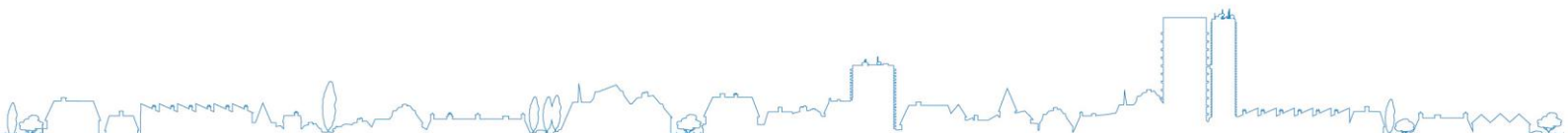
- 7.1.5. A key issue is having the right partner who can be trusted to commit to the JV with similar values and aims to enable the partnership to work. TDC may have the time to procure such an arrangement, but unless there is a strong philosophical support and an overriding commitment to establish a JV, it will be difficult to identify the benefits it offers and return on the finance, staff and consultant resources required to set up the JV in the first instance, as these will be notable. There is also a risk that costs and resources may be aborted if TDC does not find the right partner.
- 7.1.6. A JV solution also requires a different set of client management skills to traditional contracted solutions. These can be developed or acquired but will add to the set-up costs and lead in period. At this stage, FFT does not consider that TDC is in a situation where a JV solution will offer benefits it cannot expect to gain from other solutions that are lower risk, and there is no guarantee that the solution will improve services. It is considered that only a handful of suppliers would be in a position to bid and the size and geography of TDC could potentially put suppliers off.
- 7.1.7. Wholly Owned Subsidiary: This involves the creation of a separate company with a contractor providing the management expertise with the operatives becoming employees of TDC. In some respects, it is an In-House Capability managed by employing the skillset of an external contractor, however unlike with a JV, the risk would fall solely with TDC, as there is no joint arrangement. A WOS is likely to have limited attraction to the market due to the fact that the WOS partner would simply be providing a management function to TDC and therefore, this is likely to limit competition and impact upon value for money. Like with the JV, this would significantly reduce the ability for SME's to apply and in fact would probably limit competition to little over a handful of suppliers. The risks to TDC are very similar to those set out under section 7.1.3. of this report.
- 7.1.8. It would likely be more successful if TDC wishes to introduce a different management solution for its internal work force or develop a partnered solution with a trusted contractor. FFT does not consider that this option will offer significant advantages to TDC to offset the risks and costs required to establish the WOS. The one advantage that the WOS does have is that it would provide TDC with an external management function if it considered moving to an In-house Capability but did not feel it was equipped to manage such as set up from the outset. The issue around market volatility with regard to labour resources and the potentially huge TUPE transfer will also prove considerable challenges. Furthermore, TDC do not currently have any depots where they could run a DLO from. This would therefore become a further expense.



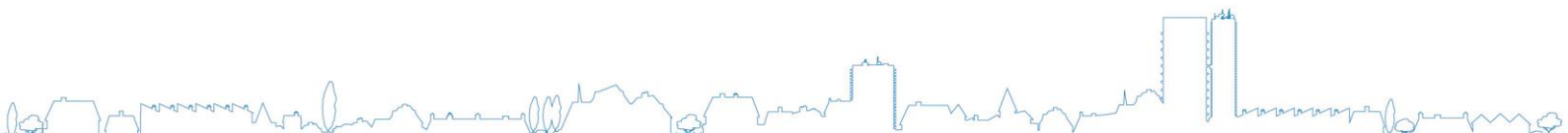
8. Routes to Market

- 8.1.1. There are a range of different routes to market, all of which offer advantages and disadvantages as set out in the table below. These were discussed at the workshop and TDC's procurement team and FFT have met to discuss the benefits. The different Procedures were also discussed when TDC and FFT met with Mears, although it is not fully understood if Mears understand the Procedures being explained.
- 8.1.2. The route selected will be dependent upon the timescales available for the procurement and the level of resource available internally to support the approach. FFT have issued a separate advice note to TDC on the Open and Restricted Procedures.

Procedure	Advantages	Disadvantages
Open	Single stage process which can save up to two months of time compared to a two-stage process	Difficult to establish a robust tender list
	A useful procedure if programme is compressed as is the quickest route to market	Tenderers to have complete both the SQ and ITT upfront which is not favoured by the market
	A deselection stage may not be required if there are only a limited pool of Contractors who apply	The evaluation process can be protracted and intensive for client as condensed timescale
		Unknown number of Tenderers may submit for the opportunity therefore difficult to plan for resources. This appears to be less of a risk for TDC
Restricted	A two-stage process which enables the establishment of a robust tender list	Does not allow for any negotiation or dialogue with tenderers therefore any misunderstandings may not become apparent until Contract Award
	Reduces the number of tenders to be marked and evaluated	Price clarifications may be protracted as an attempt to understand and resolve any pricing issues
	Familiar to the market	Does not permit client to reduce numbers further and there is no final tender stage to allow potential errors to be corrected
	Client resourcing is spread over a longer time frame	Difficult to include site visits within a restricted process as will need to make them part of the evaluation process which is potentially open to challenge
Competitive Procedure with Negotiation	Follows Restricted Procedure but allows Client to Negotiate. Although Negotiation does not have to take place	Adds circa 6 weeks to process beyond a restricted process



	Chance to discuss IT interfaces, service delivery expectations and establish a “cultural fit” with the client	Can be resource heavy from client side, as adequate time has to be allocated to dialogue with each Tenderer
	Allows the opportunity to clarify any misunderstandings from either party prior to the issue of the final tender, therefore should reduce clarifications at Final Tender stage	Added cost to client and contractors, as need to set aside time and allocate resources to undertake the process
	Do not have to negotiate if satisfied with outcome following initial tender return	
	Only need to negotiate with 3-4 tenderers	
	Can still undertake formal interviews following Final Tenders if deemed to be required	
	Site visits can be included as part of the negotiation stage but outside of formal evaluation	
Competitive Dialogue	Dialogue phase between initial tender and final tender stage	Adds circa 6 weeks to process beyond a restricted process.
	A useful procedure where works or services are of a complex nature and the client has not fully defined its requirements	Can be resource heavy from client side, as adequate time has to be allocated to dialogue with each Tenderer.
	The dialogue phase enables client to explore options available with those Tenderers selected	Added cost to client and contractors, as need to set aside time and allocate resources to undertake the process
		Dialogue is likely to be too intense for works such as repairs, maintenance and improvement works



9. Timeline to re-procure – Publish Jan 2024

- 9.1.1. Depending on the preferred option, FFT have set out below an indicative timeline to re-procure the current Contract under the different procedures. It is however important to note that the Procurement Bill was included in the recent Queen’s speech in relation to pending changes to legislation.
- 9.1.2. The Procurement Bill was published on 11th May 2022 with the second reading in the House of Lords on 25th May 2022. The committee stage of the process commenced during the week of 4th July 2022. We understand that the Bill is likely to take circa 9 months to make its way through Parliament Regulations with Royal Assent also now obtained. There will however be a go live period of circa 6 months for the Bill to be implemented, which allows for a period of considerably training and development. So, in summary, come Spring / Summer 2024 it is anticipated that there will be new procurement legislation in place. This will have a significant impact on the way the industry will go about procuring public contracts, not so much from a process point of view, but certainly from a significant change in terminology and the way our documents are written. What this means for TDC is that when they come to commence the re-procurement of the existing Contract, the new Procurement Bill is still unlikely to be in force, although it does need to be closely monitored as it means that the Procedures set out below could be replaced with just the single stage Open Procedure and the Competitive Flexible Procedure (CFP we assume), although we suspect that there will be numerous different versions of the CFP, which unsurprisingly will mirror the current procedures.
- 9.1.3. Based on the current Procedures, we have set out below an indicative timeline to procure a Contract under each of the 4 main Procedures (two follow the same timeline). Each timeline includes for stage 1 and stage 2 Section 20 consultation and a period of 5 months of mobilisation. They also assume a Contract commencement date of 1st April 2025. TDC may elect to allow more time, but by way of good practice we would suggest these are the minimum that should be allowed to successfully conclude a compliant procurement exercise.

Procedure	Suggested Procurement period including Section 20 consultation and 5 months mobilisation	Recommended commencement date
Single Stage Open Procedure	12 months	March 2024
Two Stage Restricted Procedure	15 months	January 2024
Three Stage Competitive Procedure with Negotiation or Competitive Dialogue.	18 months	October 2023

- 9.1.4. FFT have already produced an outline programme, and this is based on the Restricted Procedure with a publication date of January 2024 and therefore aligns with the above. TDC



may however prefer to switch to an Open Procedure. Either way, TDC have commenced the process with sufficient time left.



10. Contract Options

10.1.1. There are a range of contracts available in the market which are summarised below:

10.1.2. National Housing Federation:

- Well known to the market
- Specific modules available according to the workstream
- Schedule of Rates Version 7.2 is current, with Version 8 due to be live by the time TDC are looking to re-procure
- Requires a reasonable amount of amending

10.1.3. JCT MTC 2016:

- Well known to the industry
- Can add partnering terms
- Retention and damages not as standard
- Can add special terms
- Requires a considerable amount of amending

10.1.4. TPC 2005 (Amended 2008 & 2013):

- Partnering approach
- Core Group, Problem Solving Hierarch, etc.
- Retention and damages not as standard
- Clause 15 - Add special terms
- Requires a considerable amount of amending

10.1.5. Term Alliancing Contract (TAC-1) and the Framework Alliancing Contract (FAC-1) 2016:

- Starting to replace TPC, but not yet widely used by the sector
- An alliancing Contract that follows very similar principles to TPC
- More up to date than TPC so the terminology and legislation is more reflective of the current market
- It replaces Partnering with Alliancing to try and give it slightly more focus
- Requires a considerable amount of amending

10.1.6. New Engineering Contract (now simply NEC) 3 and NEC4:

- Various Options (A-F) which basically apportion the risk. A – Contractor, through to F – Client
- There is also a Term and Alliance Form of Contract
- A forward looking Contract that looks to address issues before they occur
- Not widely used for the type of Contracts TDC will be looking to procure
- A steep learning curve will be required by TDC staff with regard to how it operates

10.1.7. Bespoke Contracts and Frameworks:

- Can be developed by the client to meet the specific requirements of the works and/or services to be delivered
- Requires considerable legal time and expense



- 10.1.8. With the exception of bespoke Contracts and Frameworks, whatever form is chosen is likely to require amending to meet the specific requirements of TDC. TDC will also require internal/external legal support to ensure the Schedule of Amendments to the chosen form of Contract are up to date.
- 10.1.9. The options most suitable to TDC are likely to be the JCT MTC, TPC 2005 (amended) and TAC-1 due to the removal of the delivery models that are not supported. The TAC-1 is similar to the TPC 2005, but introduces more recent best practice and as such if TDC wish to proceed with a Partnering type of Contract this could be the logical next step.

11. Recommendations and Conclusions

11.1. Delivery Models and Pricing Mechanisms

11.1.1. This section of the report now takes into account the discussions that took place at the workshop on 10th August 2023 and focusses on 4 key areas, including; 1. the Delivery Model, 2. the Pricing Model, 3. the Procurement Procedure and 4. The Form of Contract.

11.1.2. The following delivery models have been discounted for the reasons set out in section 5 of this report:

- Joint Procurements
- In House Capability / DLO
- Joint Venture
- Wholly Owned Subsidiary

11.1.3. The recommended model is a single Integrated contract for Repairs, Voids, Planned Works and Compliance Services, which will also incorporate an element of works to corporate buildings. This is very similar to the current model that TDC already successfully deliver with the current incumbent Contractor.

11.1.4. The key advantages to this approach are set out below:

- There will not be significant set-up costs,
- There will not be significant procurement costs as everything will be procured under one umbrella,
- The model is already well known to TDC and the staff are skilled in delivering such a model,
- There will be no requirements to significantly change the TDC resource structure,
- The risk is suitably shared with an external Contractor opposed to sitting with TDC,
- The focus on the new procurement / Contract can be re-financing opposed to creating a new model that is unknown to TDC.
- TDC have already demonstrated that a good level of customer satisfaction and an efficient service can be delivered via a single Contractor outsourced model.

11.1.5. Stock Condition Surveys will be omitted from the new Contract.

11.1.6. The potential creation of a bespoke framework for planned Maintenance Works to supplement the long-term arrangements already procured by TDC.

11.1.7. A long-term Contract is clearly the desired approach, potentially up to 10-15 years, which could be an initial 10 years with the option for a further 5 years. Also, Contract have the standard break provisions in them regardless.

11.1.8. The preferred pricing model is a Price Per Property and Price Per Void pricing model with the NHF SoR's, Version 8.0 to supplement them. There will also be Basket Rates for Planned Works and other bespoke schedules for compliance services. Key requirements of the PPP model will include a clear exclusions documents, setting an appropriate cap and defining what happens when works go above the set cap. Vandalism is also to be included in the PPP rate.



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- 11.1.9. There was some appetite to explore whether a small in-house DLO could pick up certain aspects of the Contract, such as fencing. This will require further consideration.
- 11.1.10. The Contractor having a local dedicated Thanet office will be a key requirement.
- 11.1.11. Following the Restricted Procurement Procedure as time permits and the market are less keen on the Open Procedure.
- 11.1.12. Use of TAC-1 as the form of Contract.
- 11.1.13. Due to TDC's location in East Kent it was agreed that issuing a Prior Information Notice (P.I.N.) will be key to understand what market interest there is likely to be.

12. Conclusion

12.1.1. This Report has set out to capture the current position within TDC, consider the range of options available in the marketplace and recommend a number of preferred options that will enable TDC to achieve its key objectives and requirements. It then goes on to make a recommendation with regard to how TDC will look to re-procure the Contract over the coming years.

Signed:



Paul Smith

Associate Partner

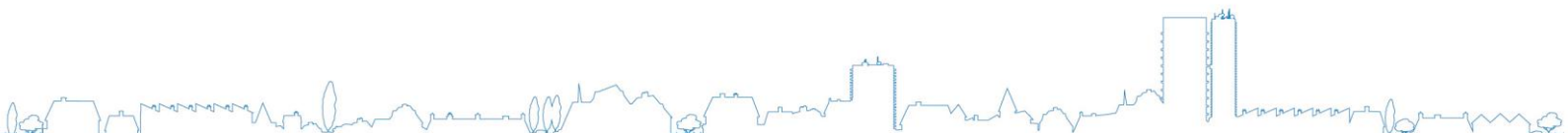
For and on behalf of

Faithorn Farrell Timms

Dated: 1st November 2023

13. Appendix A – Advantages and Disadvantages

Individual Contracts per area / work stream	
Advantages	Disadvantages
<p>Allows greater flexibility and control</p> <p>Can provide increased competition once contracts are in place</p> <p>Allows smaller specialist firms to tender</p> <p>Known method of delivery</p> <p>Reduces main contractor on costs Reduces risk by not putting all eggs in one basket</p> <p>Access to service providers expertise</p> <p>Ability to utilise procurement consortia</p>	<p>Requires greater client coordination and staff resources</p> <p>Possible loss of response/ planned synergies</p> <p>Less attractive to some parts of the marketplace.</p> <p>Increased initial procurement costs (multiple exercises)</p> <p>Lower level of investment and innovation from contractors</p> <p>Potential complex TUPE transfer of staff</p> <p>Loss of efficiencies due to lack of scale</p> <p>Multiple IT systems in use</p>
Single Integrated Contract	
Advantages	Disadvantages
<p>Reinforces a lean client structure Single procurement process</p> <p>TUPE transfer process is simplified Single point of contact</p> <p>More likely to encourage investment and innovation</p> <p>Single IT solution</p> <p>Allows smaller specialist firms to participate through the supply chain structure</p> <p>Ability to transfer risk</p> <p>Ability to create response/planned synergies</p> <p>Ability to offer employment and training opportunities for residents</p>	<p>All eggs are in one basket</p> <p>Limited client control</p> <p>Multiple layers of sub-contracting</p> <p>Multiple layers of on-cost Profit focus</p> <p>One size fits all solution that assumes that a contractor can do all services equally well</p> <p>Will narrow the field of competition Lack of competition once awarded may lead to complacency</p> <p>Will exclude local contractors from competing</p> <p>Increased initial procurement costs Longer contract period required to realise efficiencies</p>
Multiple Integrated Contract	
Advantages	Disadvantages
<p>Avoids risk of single contractor solution</p>	<p>Limited client control</p>



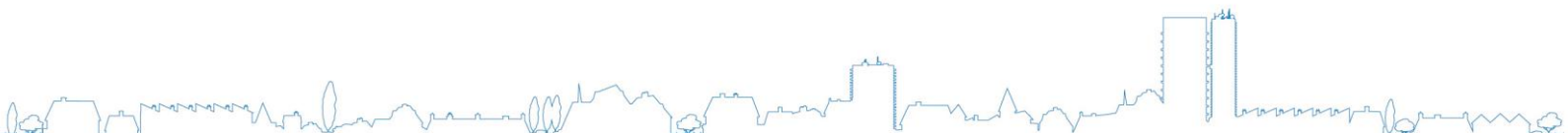
<p>Promotes a lean client structure</p> <p>Single procurement process with multiple appointments</p> <p>Option to benchmark internally and develop partnership working</p> <p>TUPE transfer process should be straight forward</p> <p>Reduces contracts to be managed</p> <p>Likely to encourage investment and innovation</p> <p>Allows smaller specialist firms to participate through the supply chain structure</p> <p>Ability to transfer risk</p> <p>Ability to create response/planned synergies</p> <p>Ability to offer employment and training opportunities for residents</p>	<p>Multiple layers of sub-contracting</p> <p>Multiple layers of on-cost</p> <p>Assumes contractors can deliver range of all services equally well</p> <p>Will narrow the field of competition</p> <p>Will limit potential for small local contractors to tender</p> <p>Potentially several IT solutions to integrate</p> <p>Longer contract period required to realise efficiencies</p>
<p>DPS</p>	
<p>Advantages</p>	<p>Disadvantages</p>
<p>Can use an existing DPS such as Plentific</p> <p>Should give TDC good coverage to support one or more larger providers.</p> <p>Call for competition can be issued for specialists</p> <p>Help to deal with peaks and troughs</p> <p>Use to control creep in W.I.P</p> <p>Should encourage SMEs with low overheads</p> <p>New contractors can join a DPS at any stage of its life, this gives TDC the flexibility to add local contractors who are already known to them.</p>	<p>Can a DPS provide the customer with the customer experience they desire</p> <p>If procured direct a DPS can require a consider amount of management</p> <p>If using the likes of Plentific there can be some high set up costs</p> <p>Who oversees the likes of Health and Safety and general compliance of those on the DPS if using Plentific by way of an example.</p> <p>Does a DPS generate value for money if there is no steady flow of work.</p> <p>If procured direct by TDC, they will need to manage contractors who can apply to join the DPS at any stage.</p>
<p>Joint Procurement with other organisations</p>	



Advantages	Disadvantages
<p>Creating savings by achieving economies of scale, through joint management structures, letting of joint procurement contracts delivering aggregation of spend etc.</p> <p>Reduced duplication and overhead on contractor side</p> <p>More likely to encourage investment and innovation from contractors</p>	<p>Co-ordination between collaborative clients not straightforward possibly leading to a loss of local control and influence</p> <p>Incompatible services and stock type</p> <p>May limit competition in a complex coordinated procurement</p>
Creation of a DLO	
Advantages	Disadvantages
<p>VAT savings on labour costs</p> <p>Potential to create local employment opportunities</p> <p>Control and flexibility of workforce</p> <p>Easier to introduce service changes / innovation</p> <p>Above threshold procurement not required to set up the DLO</p> <p>Opportunity to sell the service</p> <p>Ability to reinvest surpluses to benefit of wider organisation</p> <p>Easier to provide employment, work experience opportunities</p>	<p>Investment required to set up</p> <p>Higher risk profile</p> <p>Long term investment required to realise efficiencies</p> <p>Fixed level of overhead regardless of work volumes</p> <p>Establishing a structured 'client' function to manage it</p> <p>Need fleet management and materials supply functions</p> <p>Market testing to prove value for money or provide competition Managing peaks and troughs of workload</p> <p>Need to tender subcontract services and supplies if above threshold</p> <p>TUPE transfer of staff and pension risk</p>
Mixed Economy	
Advantages	Disadvantages
<p>Some savings on labour costs</p> <p>Reduced risk of single contractor / DLO solution</p> <p>Provides competition</p> <p>Provides internal/external comparison</p> <p>Provides options (via contractors) to access external services sole DLO solution does not</p>	<p>Dilutes benefit of DLO</p> <p>Dilutes contract values and resultant economies</p> <p>Multiple solutions to manage</p> <p>Usually, a contractor perception that DLO has favourable terms / work allocations</p> <p>Need to tender subcontract services and supplies</p>



Flexibility	<p>Need to tender the remainder of the services and build in the possible in-house element</p> <p>Duplication of systems</p> <p>Establishing a transparent trading account</p> <p>Establishing a structured 'client' function to manage it</p> <p>Investment required to set up</p> <p>Client responsibility for risk</p> <p>TUPE transfer of staff and pension risk</p>
Create a Joint Venture Company	
Advantages	Disadvantages
<p>Possible local labour opportunities</p> <p>VAT savings on labour costs</p> <p>Potential control over service</p> <p>Opportunity to innovate</p> <p>Ability to reinvest surplus</p> <p>Can sell the service externally</p>	<p>Complex to implement</p> <p>Investment required</p> <p>Strategic direction influenced by a third party</p> <p>Commercial partner may focus more on the surplus rather than service</p> <p>Joint governance</p> <p>Reduces competition</p> <p>Difficult to exit</p> <p>TUPE transfer of staff and pension risk</p>
Create a Wholly Owned Subsidiary	
Advantages	Disadvantages
<p>Potentially greater focus on customer service offered by provider with a single client focus.</p> <p>Potential to provide local employment opportunities</p> <p>Surpluses retained by WOS</p> <p>Transparency of financial performance</p> <p>High level of control</p> <p>VAT savings on labour costs</p>	<p>Investment required to set up</p> <p>Higher risk profile for TDC</p> <p>Workforce employed by JV but managed by the contractor</p> <p>Contractor management style may not align with TDC's</p> <p>Market testing to prove value for money or provide competition</p> <p>Managing peaks and troughs of workload</p> <p>Need to tender subcontract services and supplies</p> <p>TUPE transfer of staff and pension risk</p>



<p>Access service providers infrastructure, capability and supply chain</p> <p>Flexible for local employment opportunities</p>	<p>Procurement more complex</p> <p>Model not fully tested but there has been some failure</p> <p>Difficult to exit</p>
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14. Appendix B – KPI Data 2023-2024

As attached excel document.



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TLS KPI Q1 & Q2 - Housing Performance report

Overview and Scrutiny Panel: 6 December 2023

Report Author: Sally O’Sullivan, Tenant and Leaseholder Services Manager

Portfolio Holder: Cllr Helen Whitehead, Cabinet Member for Housing

Status: For Information

Classification: Unrestricted

Key Decision: No

Reasons for Key: N/A

Ward: Thanet wide

Executive Summary:

This report invites members of the Overview and Scrutiny Panel to review the performance of the council’s tenant and leaseholder service (TLS) for quarter 1 & 2 2023/24.

The report includes performance information relating to 2 areas of TLS. These are:

- Operational performance against key indicators for the period from 1 April 2023 - 31 June 2023 and 1 July 2023 - 31 September 2023
- The management of tenant and leaseholder health and safety as of 31 June 2023 and 31 September 2023.

Recommendation(s):

Members of the Overview and Scrutiny Panel are asked to:

1. Note and scrutinise the contents of these reports for quarter 2:
 - Operational performance against key indicators for the period from 1 April 2023 - 31 June 2023 and 1 July 2023 - 31 September 2023
 - The management of tenant and leaseholder health and safety as of 31 June 2023 and 31 September 2023.

Corporate Implications

Financial and Value for Money

Although the performance of the TLS has a direct impact on both finance and value for money, this report does not result in any specific financial implications.

Legal

This report is for information and as such there are no direct legal implications arising from this report.

Corporate

The council's agreed Corporate Statement includes a priority to improve the standards and safety in homes across all tenures.

The council's adopted tenant and leaseholder health and safety policies also include a specific commitment to report health and safety compliance information to members on a quarterly basis.

Risk Management

The regulations, by which a social housing provider must be compliant, tell us we must have good governance in place to manage landlord health and safety obligations and performance. As a Council, we look to Members to scrutinise and challenge the performance of the Tenant and Leaseholder Service.

The presentation of Quarterly performance reports to Cabinet and OSP mitigates the risk of becoming non compliant and put under notice by the Regulator for Social Housing

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- To advance equality of opportunity between people who share a protected characteristic and people who do not share it.

There are not considered to be any adverse impacts for people with protected characteristics directly arising from this report. However TLS provides services to tenants and leaseholders with a range of protected characteristics and vulnerabilities.

CORPORATE PRIORITIES

This report relates to the following corporate priorities:

- *Communities*

1.0 Introduction and Background

- 1.1. The council's tenant and leaseholder service (TLS) provides tenancy management and maintenance services to tenants and leaseholders of Thanet District Council.
- 1.2. TLS provides quarterly reports on their operational performance against a range of key indicators, attached is the data summary and performance report for quarter 1 & 2 2023/24.
- 1.3. TLS reviews tenant and leaseholder compliance performance on a monthly basis. To compliment the quarterly performance reports, the compliance performance for 31 June 2023 and 31 September 2023.
- 1.4. Members of the Overview and Scrutiny Panel are invited to scrutinise the performance reports provided by the TLS.

2.0 New style and additional reporting

- 2.1 For Quarter 1 2023/24, we have introduced a dashboard style of reporting for our performance KPI's, providing a clear and accurate picture of our performance and how well we are meeting our targets.
- 2.2 The compliance KPI retains the old reporting format for now, because the detail required is described in our published policies and this does not fit well with the dashboard style reporting
- 2.3 Additional reporting includes quarterly updates on the Tower block Retrofit and Refurbishment Programme. From Quarter 3 we will start reporting on: compliance for the Building Safety Act 2023 and we will introduce a KPI report on damp and mould as recommended by central government.

Contact Officer: Sally O'Sullivan, (Tenant and Leaseholder Services Manager)

Reporting to: Bob Porter (Acting Corporate Director of Place)

Annex List

Reports for quarter 1:

- Compliance report - [Annex 1](#)
- Rate of progress graphs - See annex 6
- Compliance data summary - [Annex 2](#)
- Performance Dashboards - [Annex 3](#)

Reports for quarter 2:

- Compliance report - [Annex 4](#)
- Compliance data summary - [Annex 5](#)
- Rate of progress graphs - [Annex 6](#)
- Performance Dashboards - [Annex 7](#)

Background Papers

N/A

Corporate Consultation

Finance:

Legal: Ingrid Brown (Head of Legal and Democracy & Monitoring Officer)

**RepairsThanet District Council
Tenant and Leaseholder Service
Monthly Service Compliance Report**

Meeting:	Monthly Monitoring Report to Service Management Team
Date:	11/08/23
Monitoring Period	Q1 - Apr 23 to June 23
Author:	Claire Pryce - Building Safety and Compliance Manager
Summary:	This report covers health and safety compliance areas relating to Thanet District Council' housing stock, both for individual properties and for communal services and locations. The details of the current position with rates of compliance are detailed in appendix one. The rate of progress is shown in appendix two. (graph)
Recommendations:	That the director for housing and planning scrutinise the data contained within this report and escalate any exceptional positions to the council's Corporate Management Team and relevant Cabinet Member, in line with agreed policy. Quarterly reports to be escalated formally to Cabinet

TDC Housing Stock

Type	No.	Comments
Domestic	3045	
Communal	274	
Garages	354	
Garages block	34	Harbour Towers car park included here
Commercial	3	Under lease: Brunswick community Centre and Newington community Centre, Managed: Millmead Hall

Lifts

Compliance with written examination schemes for lift plant	14 (100%)
Number of Entrapments - month and year to date	Entrapments this month 0 (from Mears) from 0 Precision lifts
Current Assets - lifts / hoist / stairlifts and changes in last month	<p>Hoists belong to KCC</p> <p>Stairlifts - 76 Non Compliant - 1 98.68% Compliant</p> <p>Non compliant stair lift is in the process of being decommissioned.</p> <p>Through floor lifts - 17 Non Compliant - 1 94.12% Compliant</p>
Outstanding Defect A and Defect B risk actions as identified in insurers reports	<p>Passenger lifts Defect A - Zero outstanding at the end of Q1 Defect B - Zero outstanding at the end of Q1</p> <p>Stairlifts 3 B Defects Outstanding at the end of Q1</p> <p>Through floor lifts 9 B Defects Outstanding at the end of Q1</p>
RIDDOR Notices issued	None

Water

Properties on the LRA Program	30 (2 of these are Community Halls)
Properties with a valid in date LRA as a number and overall percentage	30 100% Compliant
Number of follow up works / actions arising from risk assessments and inspections - completed / in time and overdue	<p>Number of actions outstanding at the end of Q1: High Risk - 9 Medium - 24 Low - 1</p> <p>No. actions completed in Q1: 38 High Actions completed in Q1 26 Medium actions completed in Q1 4 Low actions completed in Q1</p>

Agenda Item 4

Annex 1

	<p>completed. Contract is high value and will need budget approval from full council.</p> <p><u>12 overdue with Housing</u> These relate to scooters and resident storage issues that housing are trying to resolve.</p> <p><u>9 Overdue in Compliance</u> 2 actions - Compartmentation inspections with loft spaces required, currently awaiting asbestos reports to be completed before these can commence. 4 - actions relating to fire alarm detection, orders raised for the installation of alarms to LD2 coverage. 3 - action issues with key access to cupboards - arranging for keys to be located and cupboards inspected for any rubbish.</p> <p>Weekly meetings are in place with contractors for repairs to go through line by line their actions.</p>
<p>Additional, including; Compliance with fire safety equipment, systems and installation servicing and maintenance programmes.</p>	<p>Fire Alarms - 28 - compliant 3 - Non Compliant 1x became overdue in June 23 due to an issue with a resident changing a lock to a door, housing have been involved and a lock change has been arranged. 1x - Royal Crescent small block - new alarm system required, awaiting ems and elec-sec to attend to scope out new install requirement and to quote. 1x- Royal Crescent larger block - Additional detectors required - Quote received currently awaiting works to be booked in.</p> <p>note - 5 Tower blocks - certificate states are non-compliant due to there not being enough sounders for evacuation policy, works are being undertaken to fit the mitigation alarms and sounders. This has been discussed with the Fire Risk Assessor and due to there being a waking watch in place - this mitigates the risk. So these will now be reported as being compliant.</p> <p>AOV - 92.86%</p> <p>One failure - additional parts required following the repair visit in June 23, additional parts ordered and works due to be completed in July 23.</p>

Agenda Item 4

Annex 1

<ul style="list-style-type: none"> Recording and reporting on property fires to identify trends and target awareness campaigns. 	<p>Emergency Lighting - 100%</p> <p>Fire Extinguishers - 100%</p> <p>No fires reported in Q1</p>
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Asbestos

<p>Properties with a valid in date survey / re-inspection. This is the level of compliance as a number and percentage</p>	<p>Communal - 109 100%</p> <p>Domestic - 2094 - 70.67 %</p> <p>Community buildings - 2 100%</p>
<p>The number of follow up works / actions arising from surveys and the numbers 'completed,' 'in time' and 'overdue.'</p>	<p>Domestic properties:</p> <p>10 - v low</p> <p>4 - low</p> <p>5 - Med</p> <p>0 - High</p> <p>Constant surveys coming in and works being booked in and completed with the contractor, compliance admin sending letters out for residents to get in contact where we have had non access and new appointments are being made.</p> <p>Communal properties:</p> <p>Zero outstanding</p>
<p>Narrative including:</p> <ul style="list-style-type: none"> Current Position Corrective action required Anticipated impact of corrective action Progress with completion of follow up works 	<p>Worksteam BAU - no issues</p>

Electrical

<p>Properties with a valid in date EICR</p>	<p>Communal - 99.37%</p> <p>Domestic - 2938 - 96.45%</p>
<p>Narrative including:</p> <ul style="list-style-type: none"> Current Position Corrective action required Anticipated impact of corrective action 	<p>As of end of Q1.</p> <p>Communal Update - 1 overdue - UK Power Networks completed works Feb 23. Currently awaiting British Gas to give a date for new metre</p>

Agenda Item 4

Annex 1

<ul style="list-style-type: none"> Progress with completion of follow up works 	<p>install.</p> <p>Total EICR completed: 125</p> <p>16 Properties became unsatisfactory in Q1</p> <p><u>107 properties non compliant:</u></p> <p>1 x abandoned property NTQ served 33x arranging forced access 55 Remedials with appointments or are progressing to force entry 18 Hoarding Properties - working with housing and residents</p> <p>Building Safety and Compliance Manager continuing to have weekly meetings with Mears, to ensure progress is being made and any blockages can be discussed.</p>
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Gas

Properties with a valid in date LGSR certification. This is the level of compliance expressed as a figure and a percentage	99.93% -
Properties with an expired out of date LGSR certification. This is the level of non compliance expressed as a figure and a percentage	2 0.07%
The number of follow up works / actions arising from any tests / inspections and the numbers completed, in time and overdue	21 follow on actions as of the end of Q1 these are with BSW and booked in or parts on order
Narrative including: <ul style="list-style-type: none"> Current Position Corrective action required Anticipated impact of corrective action Progress with completion of follow up works - number of actions completed, in time and overdue 	<p>1 x property expired 01/07/2023 - Forced access carried out and sadly the resident had passed. The police have secured the property and have not returned the keys.</p> <p>1 x property expired 08/06/2023 - gas has been capped previously but unable to check the meter due to levels of hoarding. This is currently progressing through the legal route for an injunction but it is going to be a long process</p>

TDC COMPLIANCE METRICS

Date of Report: 01.06.23

Current Stock at the date of the report

Domestic rented units	3045
Residential Blocks	274
Commercial	3
Garage blocks	34

Compliance Regime	Total Stock/Blocks	Stock/Blocks Not Applicable to work stream	Stock/Blocks/Inst allations Applicable to work stream	Number Compliant	Number Non Compliant	Percentage	Comments
Lifts							
Lift Installations - Communal	x	x	14	14	0	100.00%	
Stairlifts			76	75	1	98.68%	1 Stairlift removed in June
Through Floor Lifts			17	16	1	94.12%	
Outstanding Risks Identified			Passenger lifts	Stairlifts	Through floor		
Defect B			0	9	3		
Defect A			0	0	0		
Total Identified risk			0	9	3		
Water							
Legionella Risk Assessments	274	244	30	30	0	100.00%	Done
Arising Items							
Low			1				Done
Medium			24				Done
High			9				Done
Total identified risks			34				
Fire							
Fire Risks Assessments req. to be undertaken	278	111	167	167	0	100.00%	
Trivial Risks			1				
Tolerable Risks			1				
Moderate			165				
Substantial			0				
Intolerable			0				
In Review			0				
Total identified risks			167				
FRA works			194	43	151	22.16%	Done
Fire Alarms	274	243	31	28	3	90.32%	
Emergency Lighting	274	155	119	119	0	100.00%	Done
AOVs	274	260	14	13	1	92.86%	Done
Total							
Asbestos							
Communal	274	165	109	109	0	100.00%	Done
Domestic	3045	82	2963	2094	869	70.67%	Done

Commercial	2	0	2	2	0	100.00%	Done											
Garage - Communal	34	1	33	1	33	3.03%												
Garages - Individual	354	13	341	25	316	7.33%	Done											
Electrical																		
Electrical Installations - Communal	274		159	158	1	99.37%	Done											
Electrical Installations - Domestic	3045		3046	2938	107	96.45%	Done											
Commercial	2		2	2	0	100.00%	Done											
Garage - Communal	1		1	1	0	100.00%	Done											
Gas																		
Gas Safety Domestic	3045	257	2788	2787	1	99.96%	4 Flats removed at Fosters Ave - Fire damaged , 2 Air source heat pumps removed to own compliance stream											
		Programme Total		2787														

Capital Programme - Q1 - Apr May Jun 2023/24

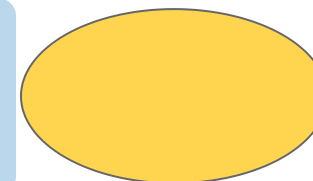
Key questions

- Are we forecast to spend 80% of the capital budget by the end of the financial year?
- Do we have the right contracts in place to spend the capital budget?
- What action are we taking on homes that do not meet Decent Homes Standard?

TLS's strategic goals and values

- 100% of homes meet the Decent Homes Standard
- To invest capital budget appropriately into our properties
- For all properties to be rated EPC C and above.

Overall RAG



Q1 Commentary

1. At the end of Q1 we have spent 4.83% of our capital budget. This is less than what we would have anticipated. Reasons for this include:

- Windows and doors contract was being mobilised during Q1, therefore minimal spend. We will complete the programme by the end of this financial year

- Kitchen and Bathroom contract is being procured during Q1 and will be awarded during Q2, with mobilisation during Q3. We have an interim contract that is also due to be awarded during Q2. This means we can complete 30% of this year's programme and outstanding urgent replacements this financial year. This budget will need to be reprofiled due to the previous contractor going into administration and having no contract in place.

- Other urgent structural works that need to be carried out require consultant feed into the specification so that we can procure the works contract.

- The contract to refurbish the lifts at Invicta House is being procured during Q1 and will be awarded during Q2.

- Looking to award 2 x contracts wooden windows contracts in Q2, that will address properties that have an urgent requirement for replacement.

There are currently 545 properties without an EPC. This programme will be started again in Q2 to complete outstanding properties

3. Royal Crescent procurement campaign was void. Will need to go out to procurement again.

4. For many projects, we require input from specialist consultant surveyors. The time taken to procure a consultant for each project is adding delays to overall progress and therefore we are looking at a strategy to address this.

Q1 2023/24

% of Capital spend

4.83%

% properties with an EPC

82.1%

Target 100%

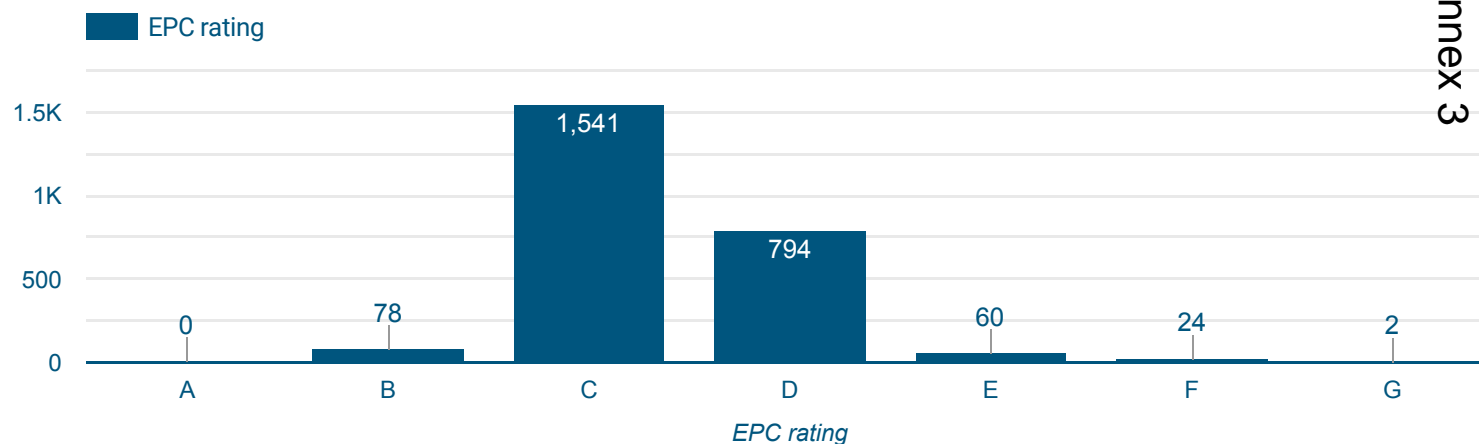
% meet decent homes standard

Currently No Data

Capital Spend 2023/24

	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24
Percentage of capital programme spent	4.83% Actual			
£ Total capital programme spent	£321,808 Actual			

Current EPC rating



Income / Arrears - Q1 - Apr May Jun 2023/24

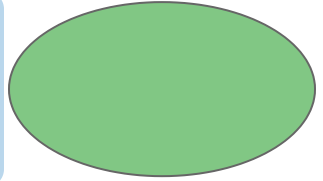
Key questions

- What are the current tenant arrears?
- How has this changed from previous period?
- How has this changed from this time last year?
- Have usual behavioural trends affected our performance?
- How much former tenant arrears have been written off?

TLS's strategic goals and values

- Reduce current tenant arrears and leasehold service charge arrears
- Working with tenants and leaseholders to clear debt in an affordable way
- To reduce debt by avoiding court action where possible
- To give residents access to benefit and money advice
- To help residents access additional funding in times of crisis

Overall RAG



Q1 Commentary

- Current rent arrears for the period are 4.31%
- This is an improvement of 0.48% from the previous period
- There has been an improvement of 0.98% from the same time last year.
- This has been achieved by:
 - The introduction of anyday direct debits, which gives us more security on payments
 - Essential court action and evictions have taken place
 - The officers are fully trained and confident with their duties in post
- £0 HouseHold Support Fund in Q1. We have achieved £6,000 worth of backdated benefits and DHP.
- No former tenant arrear have been written off this quarter.
- A review of the FTA policy and procedure has taken place. This has introduced a new step in locating previously untraceable former tenants.
- We expect to see an increase in arrears in Q2. This has been the usual trend as the bar chart demonstrates.

Q2 2022/23

% of projected rent
5.60%
↑ 0.31% last QTR

Q3 2022/23

% of projected rent
5.39%
↓ -0.21% last QTR

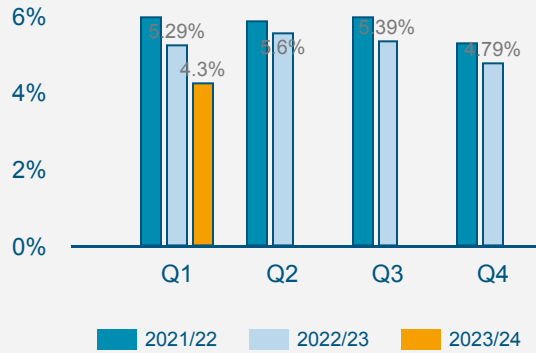
Q4 2022/23

% of projected rent
4.79%
↓ -0.60% last QTR

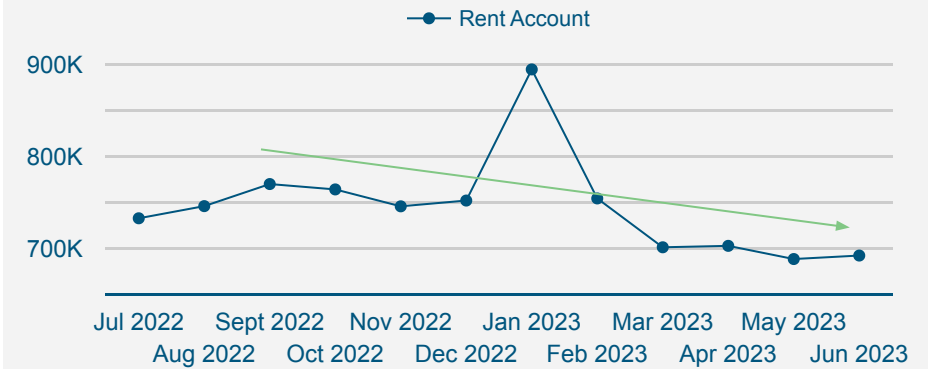
Q1 2023/24

% of projected rent
4.30%
↓ -0.49% last QTR

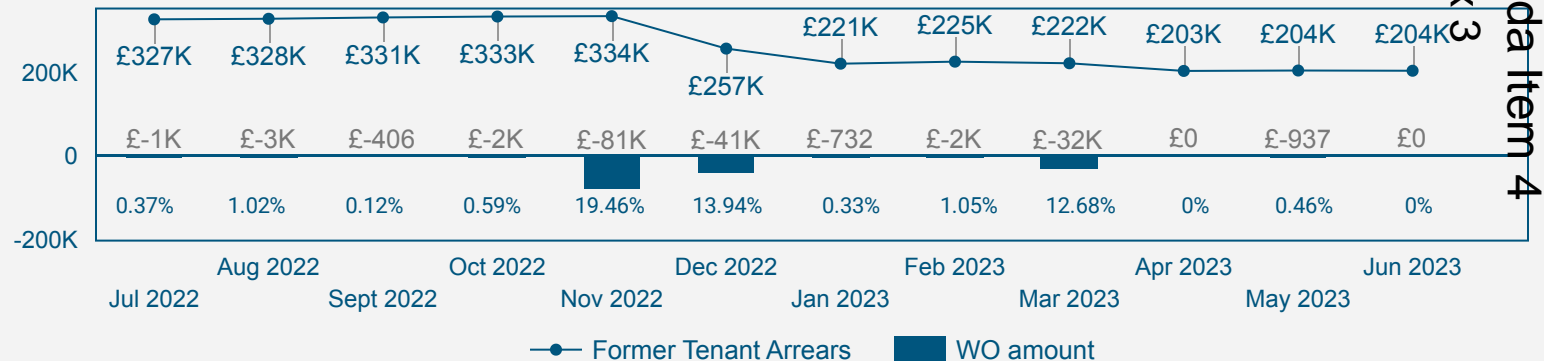
Arrears as a % of projected annual rent income



Current Tenant Arrears by Month



Former Tenant Arrears and Write Offs



Tower block refurbishment and retrofit- Q1 - Apr May Jun 2023/24

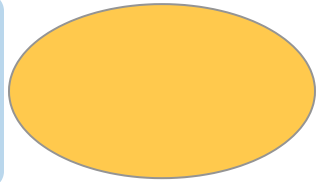
Key questions

- Are we meeting our budget forecast?
- How have we engaged with residents in this period?
- What are the key risks and challenges?
- What is the plan for next quarter?

TLS's strategic goals and values

- To reduce our greenhouse gas emissions and contribute to central governments Net Zero pledge.
- To improve fire safety and ensure compliance with building safety legislation.
- To improve internal comfort for residents and reduce energy usage.

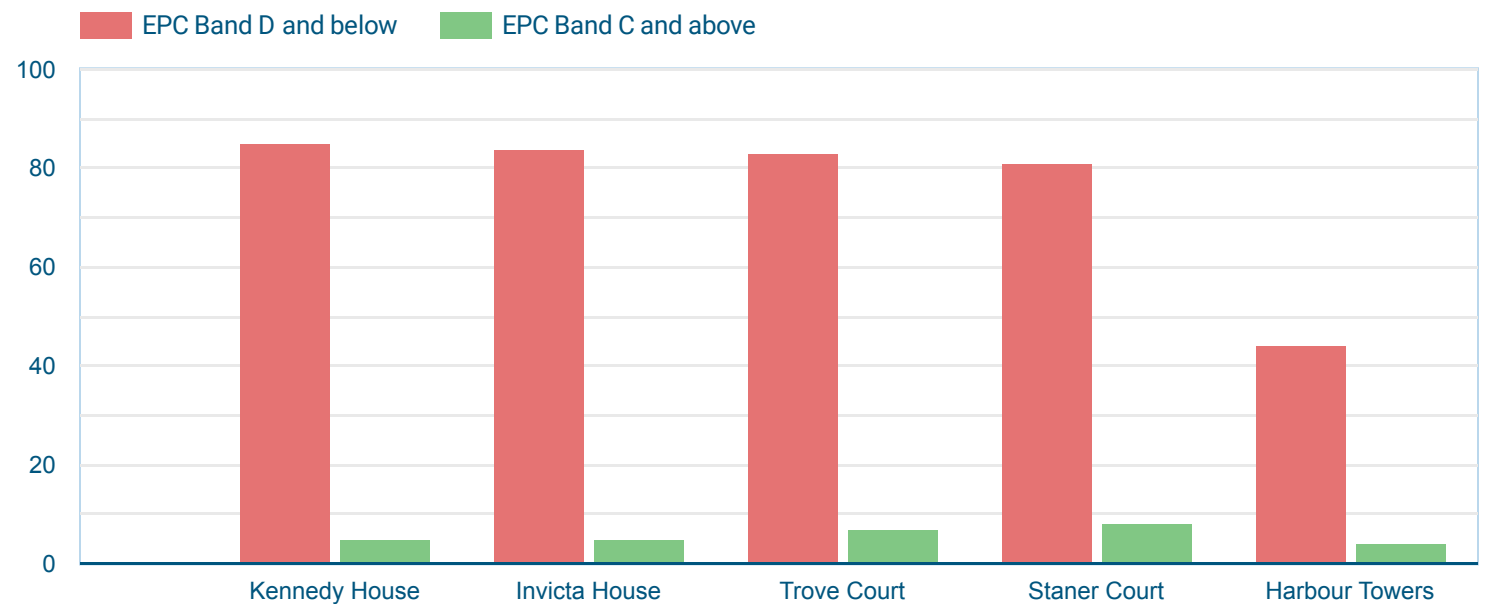
Overall RAG



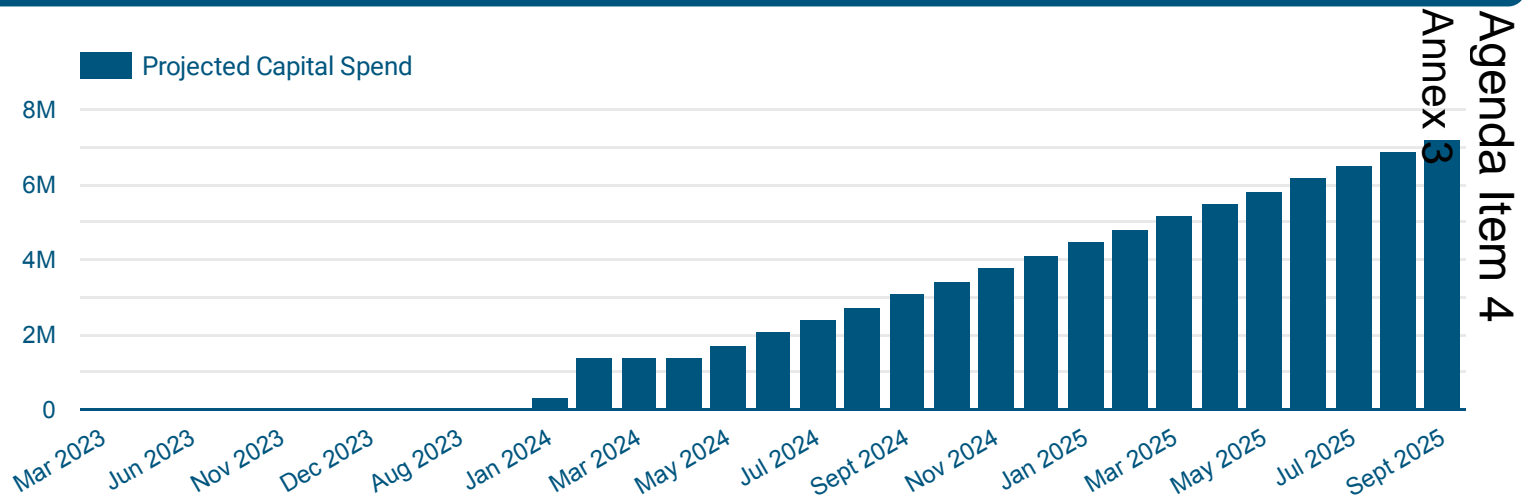
Commentary

1. Our budget forecast for Q1 is Zero. This is because we are in the design phase of the project and therefore do not expect capital spend.
2. 89% of properties have had the PAS2035 Retrofit Assessment. (This assessment is required to secure the funding, give a baseline of carbon emissions and feed into appropriate design of measures)
3. We are where we would expect to be with the design of measures and we are continuing to liaise with the architect to ensure progress on cladding design.
4. We are progressing the draft contract with Mears, this is slightly behind where we want to be but have a plan in place for Q2 to bring this back on track.
5. All tower blocks have communications equipment on their roofs. We have started negotiations with owners to remove the equipment while we carry out the roof works. This is posing a risk to this element of the programme as some equipment owners are not engaging as we would want. This issue could also come with a cost implication if TDC are responsible for the cost of temporary removal. We are working with other TDC departments to improve our position.
6. Our current ancillary spend up to July is £5653.74. This is due to be a lot more over the next coming months with invoices due.
7. Our plan for Q2:
 - Progress cladding designs & specifications for other elements (ie roof/ventilation/heaters)
 - Contact KCC to start discussions on road closures (only for Harbour Towers where the roads are narrow & residents double park).
 - First meeting of the resident focus group
 - Hold community partnership days on all sites
 - Continue to send monthly newsletter

Tower Blocks current EPC rating



Capital spend forecast



Annex 3
Agenda Item 4

Page 25

Mears - Responsive repairs - Q1 - Apr May Jun 2023/24

Key questions

- Is the contractor meeting their KPI?
- Are residents satisfied with the service provided?
- Are we meeting our budgetary targets?

TLS's strategic goals and values

- Provide a cost-effective repairs and maintenance service that is aligned to our Repairs Standard.
- Meet statutory requirements for health and safety of residents in their homes.
- Foster a true partnership working between TDC, our partnering contractors and consultative resident groups

Overall RAG



Q1 Commentary

1. Steady demand resulted in a stable period of service. This is reflected in the positive indicators measuring repair completions and a reduction in the average days taken to complete non urgent repairs.

2. Current focus has been to analyse and reduce overdue order performance. Mears now produce data detailing their entire work in progress (WIP) which enables weekly checks on overdues and those approaching jeopardy.

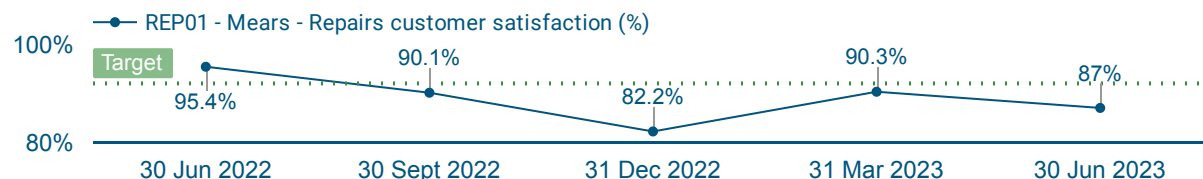
3. Mears have significantly reduced and sustained WIP at ca.350 orders for a number of months evidencing control of demand and a reliable service.

4. Customer satisfaction remains steady averaging 87% for the period.

5. The budget position for responsive repair expenditure is on target with no forecast overspend.

6. Mears contract expires in March 2025. We have appointed a consultant to review our service and provide us with an options appraisal to help shape the procurement process.

Mears Customer Satisfaction



Mears Q1 Performance

% Emergency jobs completed on time (4/24hr)	% Urgent Jobs completed on time (7 days)	% Routine jobs completed on time (28days)	Average days to complete non-urgent works	% Appointments made and kept	% Work completed in one visit
99.66%	98.21%	96.35%	12.87 Days	96.83%	82.88%
↓ -0.34%	↓ -1.79%	↓ -1.7%	↓ -2.13	↑ 0.9%	↑ 2.88%
Target 100%	Target 100%	Target 98%	Target 15 days	Target 96%	Target 80%

Mears Quarter on Quarter comparison

QTR	Q2 2022/23	Q3 2022/23	Q4 2022/23	Q1 2023/24
REP01 - Mears - Repairs customer satisfaction (%)	90.1%	82.2%	90.3%	87%
REP02 - Mears - % Emergency job completed on time (4hr & 24hr)	100%	100%	99.84%	99.66%
REP03 - Mears - % Urgent Jobs completed on time (7 days)	97.02%	97.2%	96%	98.21%
REP04 - Mears - Routine jobs completed on time (28 days)	96.78%	92.86%	95.11%	96.35%
REP06 - Mears - % Appointments made and kept	97.15%	97.29%	96.2%	96.83%
REP07 - Mears - Repairs % Work completed in one visit	80.28%	79.58%	80.93%	82.88%

BSW - Gas repairs - Q1 - Apr May Jun 2023/24

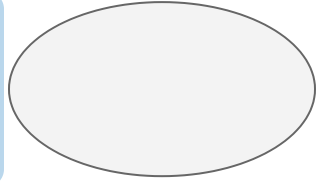
Key questions

- Is the contractor meeting their KPI?
- Are residents satisfied with the service provided?
- Are we meeting our budgetary targets?

TLS's strategic goals and values

- Provide a cost-effective repairs and maintenance service that is aligned to our Repairs Standard.
- Meet statutory requirements for health and safety of residents in their homes.
- Foster a true partnership working between TDC, our partnering contractors and consultative resident groups.

Overall RAG



Q1 Commentary

1. The contract with Gas Call came to an end in March 23. We awarded the new contract to BWS and they started working with us in April 2023.

2. As this is a contract with a new supplier, we have taken the decision to not compare BSW's KPI statistics with Gas Call's as the methodology for gathering the KPI differs.

3. The % volume of repairs completed within the timescale is recorded at 95%. It has been picked up that there have been some slippages on appointments and delays with completing follow on works. This has been evidenced by residents complaints.

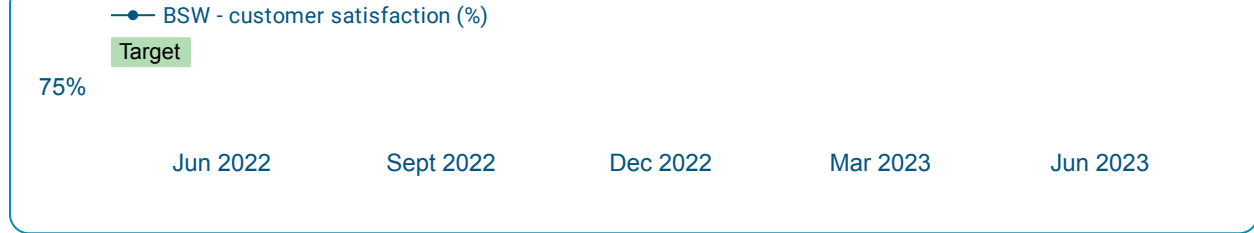
The issue is being closely monitored by the Senior Repairs Supervisor and it will be interesting to see if this has an impact on the Q2 statistic.

4. We have strong lines of communication with BSW but need to ensure we outline and embed our expectations at this early and critical stage of the contract.

5. BSW are working on providing Customer satisfaction data, this will be available in Q2.

6. The budget position for BSW at the end of Q1 is on target with no forecast overspend

BSW (Gas Call) Customer Satisfaction



BSW Q1 Performance



BSW Quarter on Quarter comparison

QTR	Q1 2023/24
BSW - customer satisfaction (%)	0%
BSW - The % volume of repairs completed within the timescales	95%
BSW - Repairs % Work completed in one visit	87%
BSW - % of number of appointments made by phone or letter that were kept	94%

Void properties - Q1 - Apr May Jun 2023/24

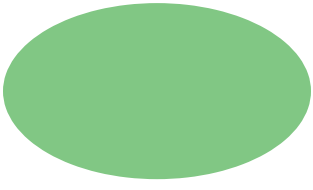
Key questions

TLS's strategic goals and values

Overall **RAG**

- What is the average time taken from end of tenancy to new tenancy starting (key to key letting period)?
 - How will we meet our target of 35 days for our key to key letting period?
 - What is the average spend per void property?

- Reduce rent loss by improving key to key turn around times.
 - Ensure homes meet our published Lettings Standard
 - Ensure a good new tenant experience, supported by a relevant tenant information pack



Q1 Commentary

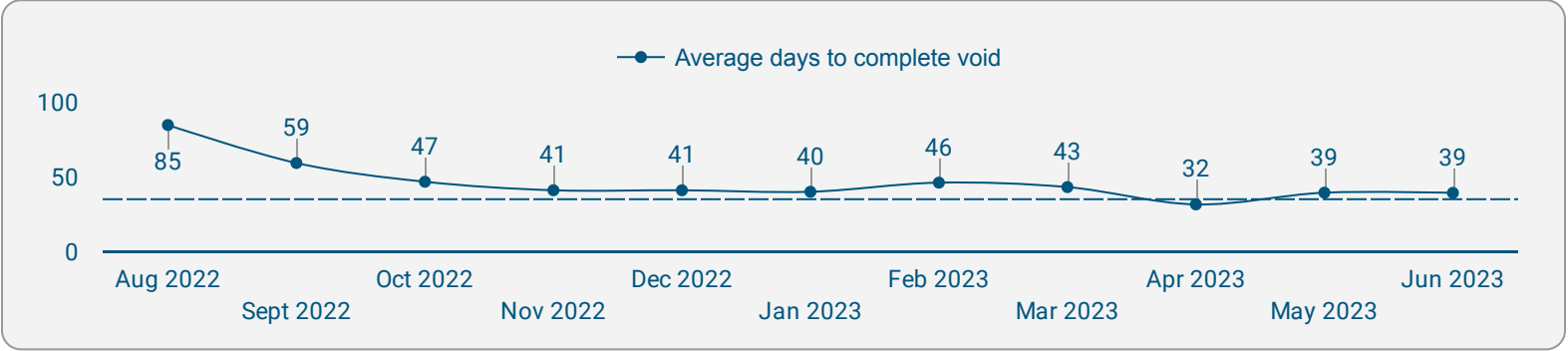
- A **'void property'** is the period of time that a property is empty when a tenant hands back their keys, until a new tenant moves in.
- Due to the low volume of minor voids our new report will show all voids as one KPI. This will simplify the reports going forward.
- The table *'average days to complete void'* shows that our overall void performance has improved. This is due to:
 - Increased resourcing from our contractor
 - reduction in demand in June
- Following on from award the gas servicing and repairs contract to BSW, we are experiencing good communication with BSW, linking into our voids service and operational meetings.
- A majority of void properties are returned to us in poor condition. Our contractors are aware that this is now BAU and therefore will ensure they have adequate resource to cope with refurbishment type voids. This will help drive down our turn around time.
- The average cost of voids is remaining steady at £9,000 and this is reflective of the refurbishment type voids that we are seeing
- We have developed a new tenant hand book. This will be ready to be part of the new tenant pack by Q3.

1 Aug 2022 - 30 Jun 2023

Q1 voids completed
40

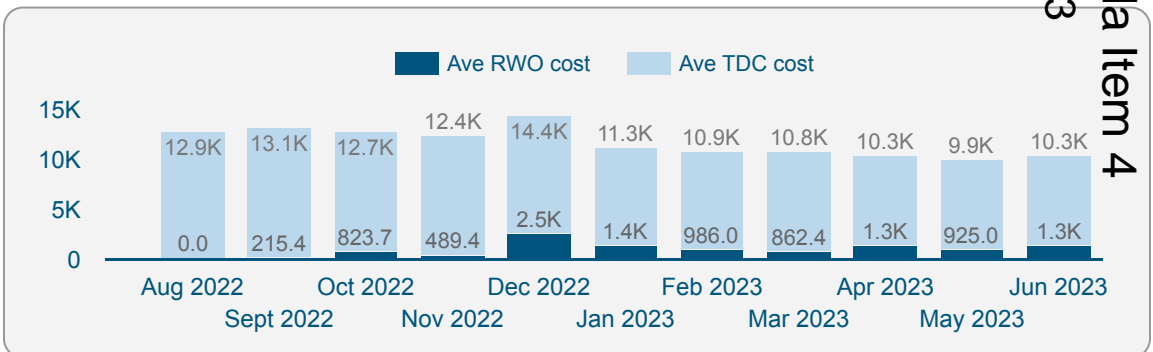
Q1 ave. void days
37

Q1 Lost Rent
£20,532



Ave TDC cost for period
£9K

Ave Tenant charge
£986



**Repairs Thanet District Council
 Tenant and Leaseholder Service
 Monthly Service Compliance Report**

Meeting:	Monthly Monitoring Report to Service Management Team
Date:	08/10/23
Monitoring Period	Quarter 2 2023/24
Author:	Claire Pryce (Building Safety and Compliance Manager)

TDC Housing Stock

Type	No.	Comments
Domestic	3045	
Communal	274	
Garages	354	
Garages block	34	Harbour Towers car park included here
Commercial	3	Under lease: Brunswick community Centre and Newington community Centre, Managed: Millmead Hall

Lifts

Compliance with written examination schemes for lift plant	14 (100%)
Number of Entrapments - month and year to date	3
Current Assets - lifts / stairlifts and changes in last month <i>Hoists belong to KCC</i>	<p>Stairlifts - 73 Non Compliant - 1 98.63% Compliant</p> <p>3 Stairlifts removed in period</p> <p>Through floor lifts - 17 Non Compliant - 1 94.12% Compliant</p>

Defects identified by insurer inspection - month and year to date	142 Defects identified on the last LOLER (Sept) 142 defects identified year to date
Outstanding Defect A and Defect B risk actions as identified in insurers reports	<p>Passenger lifts</p> <p>Defect A - 0 Defect B - 11</p> <p>All actions have been passed to the contractors and appointments are being monitored.</p> <p>Stairlifts</p> <p>Defect A - 0 Defect B - 3</p> <p>Through floor lifts</p> <p>Defect A - 0 Defect B - 3</p>
RIDDOR Notices issued in relation to lift safety	None

Water

Properties on the LRA Program	30 (2 of these are Community Halls)
Properties with a valid in date LRA as a number and overall percentage	30 100% Compliant
Number of follow up works / actions arising from risk assessments and inspections - completed / in time and overdue	<p>As at the end of Q2</p> <p>High Risk - 7 Medium - 16 Low - 0</p> <p>High Actions completed - 6 Medium actions completed - 8 Low actions completed - 2</p>
Progress with completion of follow up works - number of actions completed / in time / overdue	<p>23 overdue actions outstanding</p> <p>Works to continue to be booked in with Envirocure and Mears and phone calls and visits made to residents to try and gain access.</p> <p>2 x medium booked in for Oct</p>

Fire Risk Assessment

Properties on the FRA Programme	167 (2 of these are Community Halls and one communal car park)
Properties with a valid in date FRA. This is the level of compliance as a number and overall percentage	167 in date 100%
Follow up works - total number of actions (by priority) raised in period completed and outstanding - and time outstanding	68 new actions added in Quarter 2 Total actions = 238 <i>191 actions are overdue</i>
<p>Narrative, including</p> <ul style="list-style-type: none"> • Current Position • Corrective Action Required • Anticipated impact of corrective action • Progress with completion of follow up works 	<p>As of Q2 Total actions = 238 Overdue - 191 Current - 47</p> <p>Total 54 closed in Q2 <i>Total of 50 actions became overdue in Q2</i></p> <p>20 overdue with repairs 19 Door replacements/upgrades - doors on order or having access issues 1 Bin hopper replacement - Hopper currently on order (this is a different hopper from previous quarter)</p> <p>141 overdue with Planned 22 actions - To install Emergency Lights in blocks where they are not currently fitted - Final stage of S20 consultation to be completed following receipt of amended quotes. 24 actions - Fusible links to be installed on the base of Bin chutes where they are currently not fitted - Works booked in October 23 24 - actions - Bin chute hopper replacements which are currently on order 1 action - Requires a AOV to be fitted to a block Initial report received. Need to appoint a consultant and fire engineer to carry out design and specification. 70 actions - Relate to entire block door replacements - These will form part of the Main Fire door replacement programme contract, the specification has been completed and draft programme, due to the cost of this contract cabinet and full council approval is required due</p>

	<p>to the contract estimated to be around £4m.</p> <p>21 overdue with Housing These relate to scooters and resident storage issues that housing are trying to resolve.</p> <p>9 Overdue in Compliance 2 actions - Compartmentation inspections with loft spaces required, currently awaiting asbestos reports to be completed before these can commence. 4 - actions relating to fire alarm detection, orders raised for the installation of alarms to LD2 coverage. 3 - action issues with key access to cupboards - compliance officer arranging for keys to be located and cupboards inspected for any rubbish.</p> <p>Resourcing in the team has meant there has not been as much progress on these items as we would want.</p> <p>Third party auditing starting in October for FRA work post inspections.</p>
<p>Additional, including; Compliance with fire safety equipment, systems and installation servicing and maintenance programmes.</p>	<p>Fire Alarms - 29 - compliant 2 - Non Compliant One - Royal Crescent small block - new alarm system required, section 20 currently being carried out and Building Control Application submitted. One - Royal Crescent larger block - additional detectors installed but experiencing issues with access that would enable final sign off.</p> <p>note - 5 Tower blocks even though certificate states are non-compliant due to there not being enough sounders for evacuation policy, works are being undertaken to fit the mitigation alarms and sounders. This has been discussed with the Fire Risk Assessor and due to there being a waking watch in place - this mitigates the risk. So these will now be reported as being complaint.</p> <p>AOV - 100% Emergency Lighting - 100% Fire Extinguishers - 100%</p>

<ul style="list-style-type: none"> Recording and reporting on property fires to identify trends and target awareness campaigns. 	<p>No fires reported in Q2</p>
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Asbestos

<p>Properties on the asbestos management / re-inspection programme</p>	<p>Domestic - 2938 Communal - 109 Community buildings - 2 Communal Garage blocks - 34</p>
<p>Properties with a valid in date survey / re-inspection. This is the level of compliance as a number and percentage</p>	<p>Domestic - 2126 - 71.75 % Communal - 109 100% Community buildings - 2 100% Garages Individual - 25 - 7.33%</p>
<p>Properties with an expired and has an out of date survey / re-inspection. This is the level of non compliance as a number and percentage</p>	<p>Properties requiring a survey - Domestic - 837 - 28.25% Communal - 0 Community buildings - 0 Garages Communal - 33 -100 % Individual Garage - 316 - 92.67%</p>
<p>The percentage of stock with full asbestos data</p>	<p>Domestic - 2126 - 71.75 % Communal - 109 100%</p>
<p>The number of follow up works / actions arising from surveys and the numbers 'completed,' 'in time' and 'overdue.'</p>	<p>Works domestic:</p> <p>7 - v low 3 - low 1 - Med 0 - High</p> <p>0- High action completed in Q2 3- Medium Actions completed in Q2 2- Low actions completed Q2 13- Very Low actions completed in Q2</p> <p>Communal -</p> <p>1 low risk action (Trove Court textured coating encapsulation 16th Floor stairwell) - works currently being programmed in.</p>

Electrical

Properties with a valid in date EICR	Communal - 98.74% Domestic - 97.67%
Properties with a valid in date EICR	2974
Properties with an expired and out of date EICR	Domestic - 71 Communal 2
<p>Narrative including:</p> <ul style="list-style-type: none"> ● Current Position ● Corrective action required ● Anticipated impact of corrective action ● Progress with completion of follow up works 	<p>EICR completed Q2 - 119</p> <p>EICR that went overdue in Q2 - 18</p> <p>Further updates on non compliant properties:</p> <p>1 abandoned property NTQ served 13 arranging Force entries 37 Remedials with appointments or are progressing to force entry 20 Hoarding Properties - working with housing and residents 2 - void awaiting cert</p> <p>Weekly meetings with Mears, to ensure progress is being made</p>

Gas

Properties with a valid in date LGSR certification.	99.97% - End of Q2 Compliant
Properties with an expired out of date LGSR certification.	1 0.03%
Properties due to be serviced in the next 30 days. This is the early warning system	13 All have booked appointments and the forced entry process has started.
The number of follow up works / actions arising from any tests / inspections and the numbers completed, in time and overdue	12 follow on actions None are currently overdue.
<p>Narrative including:</p> <ul style="list-style-type: none"> ● Current Position ● Corrective action required ● Anticipated impact of corrective action 	1 x non compliant property expired - due to hoarding we cannot complete the certificate.

<ul style="list-style-type: none">• Progress with completion of follow up works - number of actions completed, in time and overdue	<p>Currently progressing a legal case for an injunction to clear the property and enable vital works to be completed - awaiting court date</p> <p>We can provide the evidence that we have done everything reasonably practicable under regulation 39.</p>
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TDC COMPLIANCE METRICS

Date of Report: 08/10/23

Current Stock at the date of the report

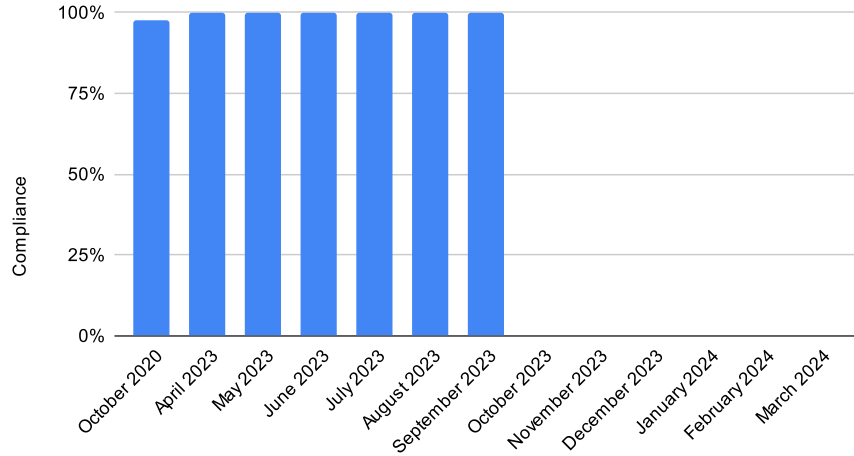
- Domestic rented units
- Residential Blocks
- Commercial
- Garage blocks

Compliance Regime	Total Stock/Blocks	Stock/Blocks Not Applicable to work stream	Stock/Blocks/Inst allations Applicable to work stream	Number Compliant	Number Non Compliant	Percentage	Comments
Lifts							
Lift Installations - Communal	x	x	14	14		100.00%	
Stairlifts			73	72		98.63%	
Through Floor Lifts			17	16		94.12%	
Outstanding Risks Identified			Passenger lifts	Stairlifts	Through floor		
Defect B			11	3	3		
Defect A			0	0	0		
			Total Identified risk	11	3	3	
Water							
Legionella Risk Assessments		244	30	30		100.00%	
Arising Items							
Low			0				
Medium			16				
High			7				
			Total identified risks	23			
Fire							
Fire Risks Assessments req. to be undertaken	278	111	167	167		100.00%	
Trivial Risks			2				
Tolerable Risks			2				
Moderate			163				
Substantial			0				
Intolerable			0				
In Review			0				
			Total identified risks	167			
FRA works			238	47	191	19.75%	
Fire Alarms	274	243	31	29	2	93.55%	4 tower blocks mitigation in place with waking watch
Emergency Lighting	274	151	123	123	0	100.00%	
AOVs	274	260	14	14	0	100.00%	
Asbestos							
Communal	274	165	109	109		100.00%	
Domestic	3045	82	2963	2126	837	71.75%	
Commercial	2	0	2	2	0	100.00%	
Garage - Communal	34	1	33	1	32	3.03%	
Garages - Individual	354	13	341	25	316	7.33%	
Electrical							
Electrical Installations - Communal	274		159	157	2	98.74%	
Electrical Installations - Domestic	3045		2974	2974	71	97.67%	
Commercial	2		2	1	1	50.00%	
Garage - Communal	1		1	1	0	100.00%	
Gas							
Gas Safety Domestic	3045	257	2788	2787	1	99.96%	
			Programme Total	2787			

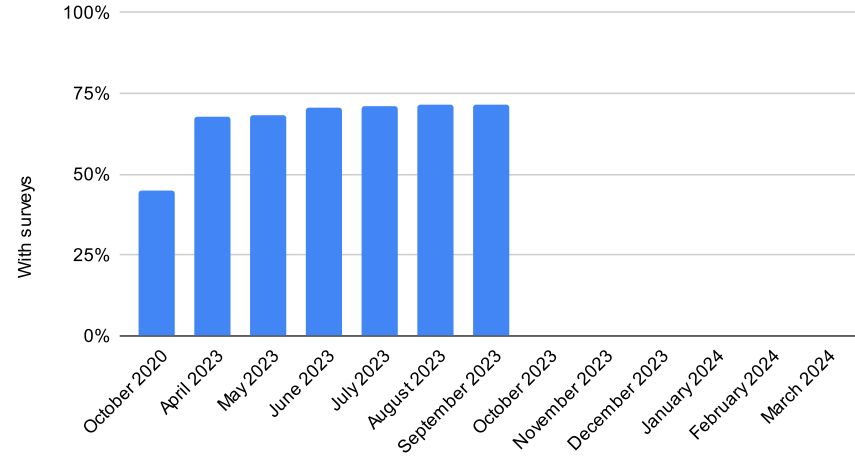
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Charts

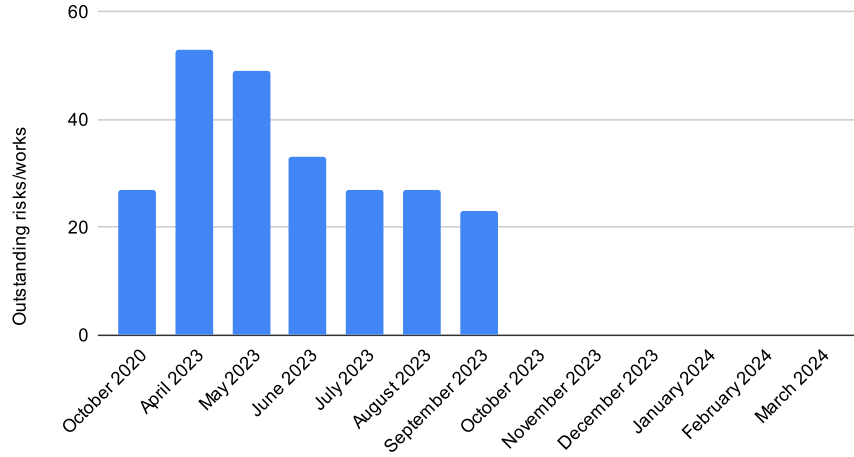
Communal Asbestos Surveys



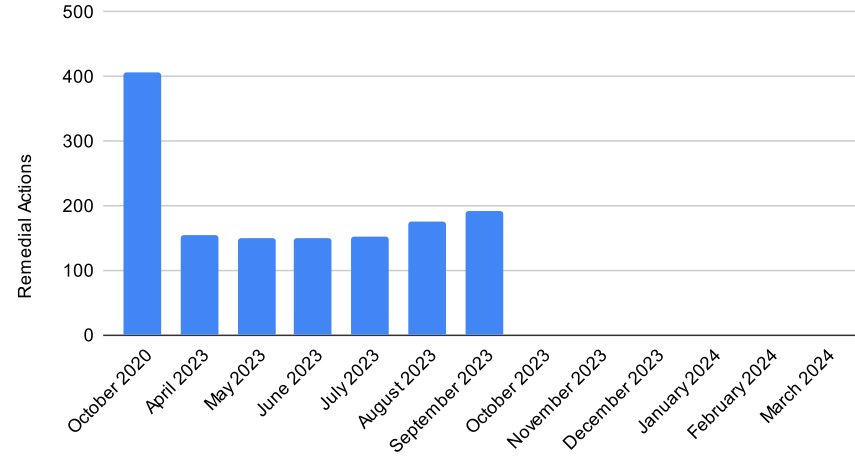
Domestic Properties with Asbestos Surveys



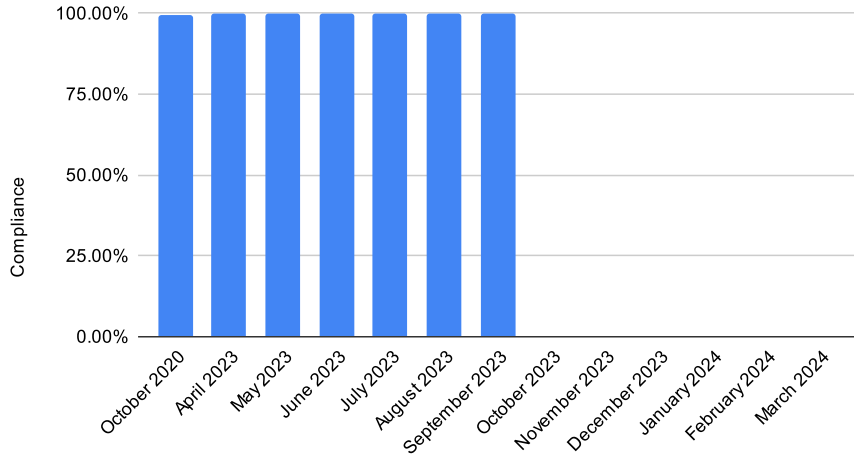
Legionella: Outstanding risks/works



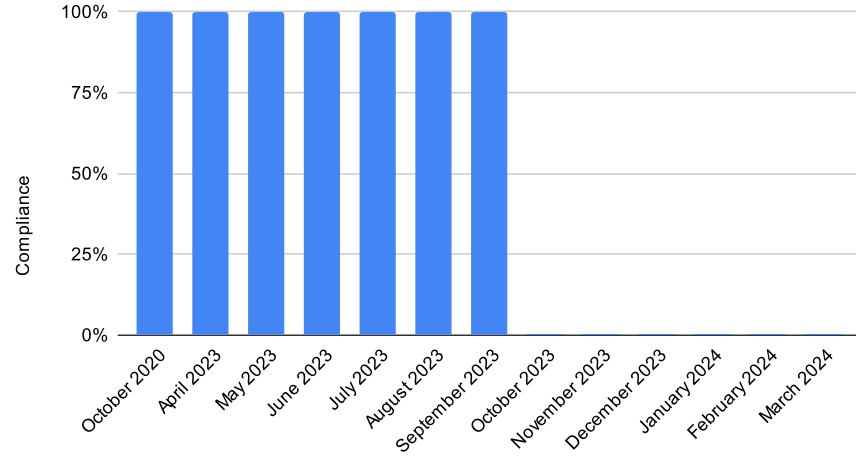
Fire Safety: Outstanding Remedial Actions



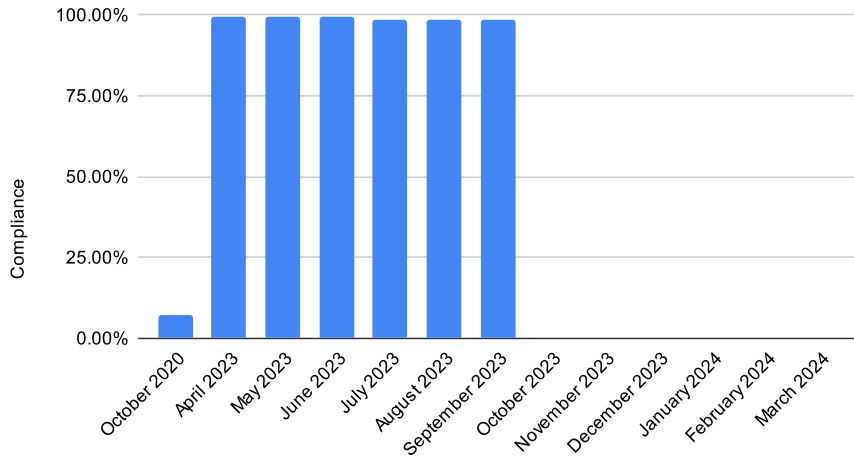
Properties with a valid Landlord Gas Safety



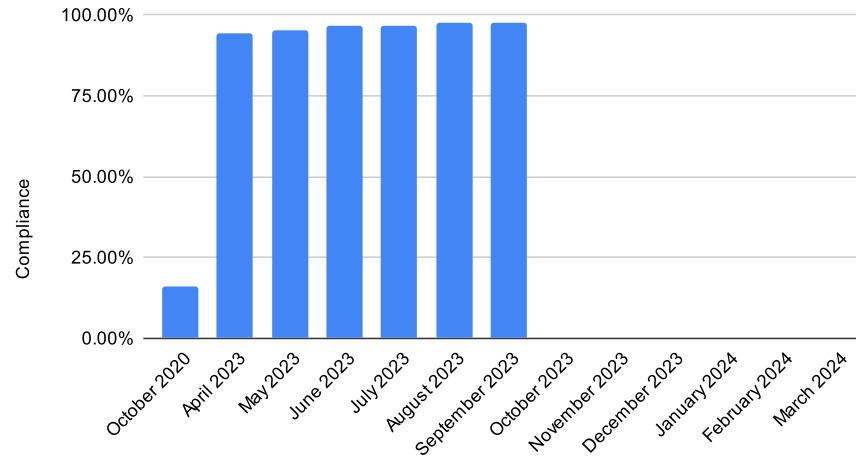
Lifts



Communal EICRs



Domestic EICRs



Mears - Responsive repairs - Q2 - Jul Aug Sep 2023/24

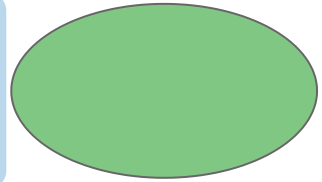
Key questions

- Is the contractor meeting their KPI?
- Are residents satisfied with the service provided?
- Are we meeting our budgetary targets?

TLS's strategic goals and values

- Provide a cost-effective repairs and maintenance service that is aligned to our Repairs Standard.
- Meet statutory requirements for health and safety of residents in their homes.
- Foster a true partnership working between TDC, our partnering contractors and consultative resident groups

Overall RAG



Q2 Commentary

1. Consistent demand has resulted in a period of service stability. Positive indicators such as appointment reliability and a marked reduction on average day routine repair completions underscores good performance.

2. Resident satisfaction returns remain positive (87%) signifying a sustained commitment to delivering quality service from MEARS.

3. 19% of repair orders were post inspected by our Maintenance Inspectors. The quality of works was completed to a good overall standard; supported by 86% of residents being satisfied with the overall quality of their recent repair over the period, which is a question we ask within our satisfaction survey.

4. Frequent meetings are held with MEARS to oversee outstanding orders, ensuring they are promptly scheduled for completion, and our residents are communicated with effectively.

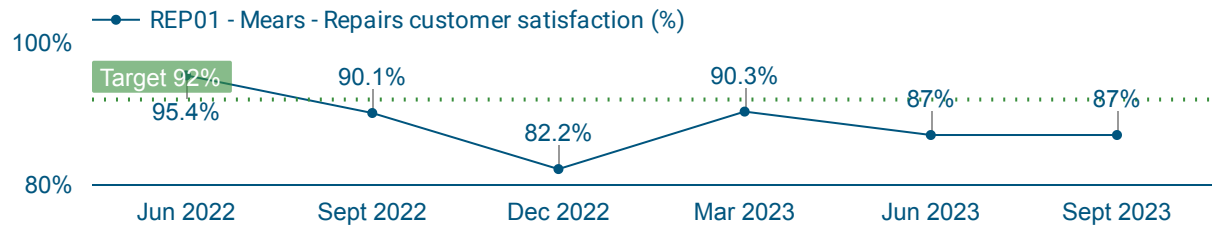
5. There were 9 claims related to disrepair issues over the period, via 'no win no fee solicitors'. Following a visit by our Maintenance Inspector, 6 of these claims were retracted by residents, as these were spurious in nature and able to be resolved during the visit. This proactive approach prevented the need for lengthy and expensive legal proceedings. Presently, our team is managing 8 ongoing claims, supported by TDC legal services.

6. Mears delivered a 'Green Space' project at their cost to a scheme in Margate as part of their corporate responsibility programme. This involved improving a communal area with new landscaping, fencing, brick walls, planters and picnic benches for residents to enjoy.

7. The budget position for responsive repair expenditure is on target with no forecast overspend.

8. Mears contract expires in March 2025. We have appointed a consultant to review our service and provide us with an options appraisal to help shape the procurement process.

Mears Customer Satisfaction



Mears Q2 Performance

% Emergency jobs completed on time (4/24hr)	% Urgent Jobs completed on time (7 days)	% Routine jobs completed on time (28days)	Average days to complete non-urgent works	% Appointments made and kept	% Work completed in one visit
99.34%	97.76%	97.92%	10.08 Days	98.03%	80.66%
↓ -0.66% Target 100%	↓ -2.24% Target 100%	↓ -0.1% Target 98%	↓ -4.92 Target 15 days	↑ 2.1% Target 96%	↑ 0.66% Target 80%

Mears Quarter on Quarter comparison

QTR	Q3 2022/23	Q4 2022/23	Q1 2023/24	Q2 2023/24
REP01 - Mears - Repairs customer satisfaction (%)	82.2%	90.3%	87%	87%
REP02 - Mears - % Emergency job completed on time (4hr & 24hr)	100%	99.84%	99.66%	99.34%
REP03 - Mears - % Urgent Jobs completed on time (7 days)	97.2%	96%	98.21%	97.76%
REP04 - Mears - Routine jobs completed on time (28 days)	92.86%	95.11%	96.35%	97.92%
REP06 - Mears - % Appointments made and kept	97.29%	96.2%	96.83%	98.03%
REP07 - Mears - Repairs % Work completed in one visit	79.58%	80.93%	82.88%	80.66%

BSW - Gas repairs - Q2 - Jul Aug Sep 2023/24

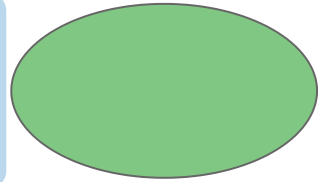
Key questions

- Is the contractor meeting their KPI?
- Are residents satisfied with the service provided?
- Are we meeting our budgetary targets?

TLS's strategic goals and values

- Provide a cost-effective repairs and maintenance service that is aligned to our Repairs Standard.
- Meet statutory requirements for health and safety of residents in their homes.
- Foster a true partnership working between TDC, our partnering contractors and consultative resident groups.

Overall RAG



Q2 Commentary

1. We are now 6 months into the new contract with BSW achieving strong lines of communications on all service streams. This aligns with the high level of customer service expected of them.

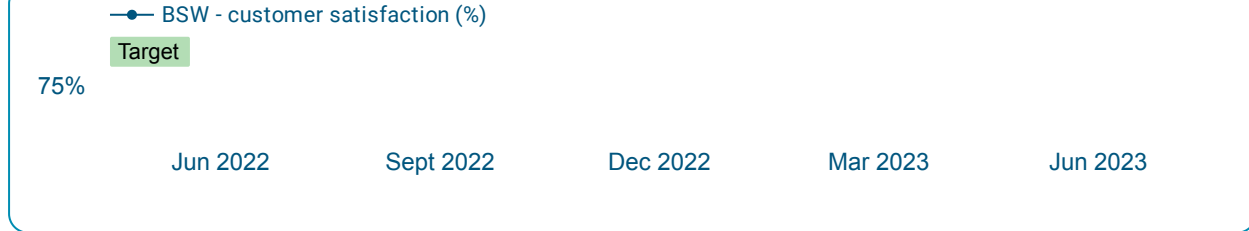
2. BSW overcame some IT issues with their newly introduced dynamic scheduling system which affected Q2 performance. They are now providing a more reliable service platform, evidenced with a decrease in missed appointments & dissatisfaction reported to us by our residents.

3. BSW have taken on additional resourcing in preparation for the autumn heating switch on demand. We have also provided advice to our residents, via our autumn news letter, regarding testing their heating system before switch on and how to thaw a condensing pipe should there be a freeze and they wish to do this themselves.

4. BSW have commenced collating customer satisfaction data and this will be ready for Q3 reporting. The delay was due us prescribing a bespoke survey in line with Regulator recommendation which BSW took time to develop the software for.

5. The budget position for heating repairs at the end of Q2 is on target with no overspend forecast.

BSW (Gas Call) Customer Satisfaction



BSW Q1 Performance



BSW Quarter on Quarter comparison

QTR	Q1 2023/24	Q2 2023/24
BSW - customer satisfaction (%)	0%	0%
BSW - The % volume of repairs completed within the timescales	95%	94%
BSW - Repairs % Work completed in one visit	87%	85%
BSW - % of number of appointments made by phone or letter that were kept	94%	96%

Capital Programme - Q2 - Jul Aug Sep 2023/24

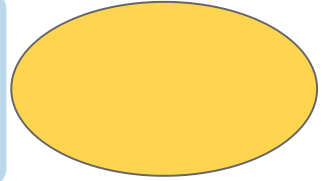
Key questions

- Are we forecast to spend 80% of the capital budget by the end of the financial year?
- Do we have the right contracts in place to spend the capital budget?
- What action are we taking on homes that do not meet Decent Homes Standard?

TLS's strategic goals and values

- 100% of homes meet the Decent Homes Standard
- To invest capital budget appropriately into our properties
- For all properties to be rated EPC C and above.

Overall RAG



Q2 Commentary

1. At the end of Q2 we have spent 16.8% of our Capital Budget. The main reason for this is many of our contracts are in procurement:

- * Pitched Roof Contract - due to be awarded in Q3 and mobilised in Q3.
- * Interim Kitchen & Bathroom Procurement - awarded in Q2 to be mobilised in Q3
- * Delay to the award of the Full Kitchen & Bathroom Procurement is due to be awarded in Q3 with mobilisation to follow in Q3.
- * Delay in Invicta Lift Refurbishment Procurement is due to be awarded in Q3. Mobilisation in Q3 and works to start on site Q1 2024/25.

2. Further works due to be awarded early Q3 for mobilisation in Q3 include:

- * Emergency wooden window replacement
- * Structural works to 2 x council residential properties
- * Replacement of balconies to 1 x block

3. External decoration work will commence in Q3 through the Mears contract. Mears are using local contractor, Thanet Decorators, to complete works.

4. Royal Crescent procurement campaign was void. Will need to go out to procurement again.

5. There are currently 545 properties without an EPC. The programme recommended in Q2 to complete outstanding properties

6. The Q2 Decent Home Disrepair & Modern Facilities percentage that are decent is at 99.69%. We have now identified the three properties that are failing the decent homes standard and these are being inspected by our Project Surveyors to determine works required.

Q2 2023/24

% of Capital spend

16.8%

% properties with current EPC

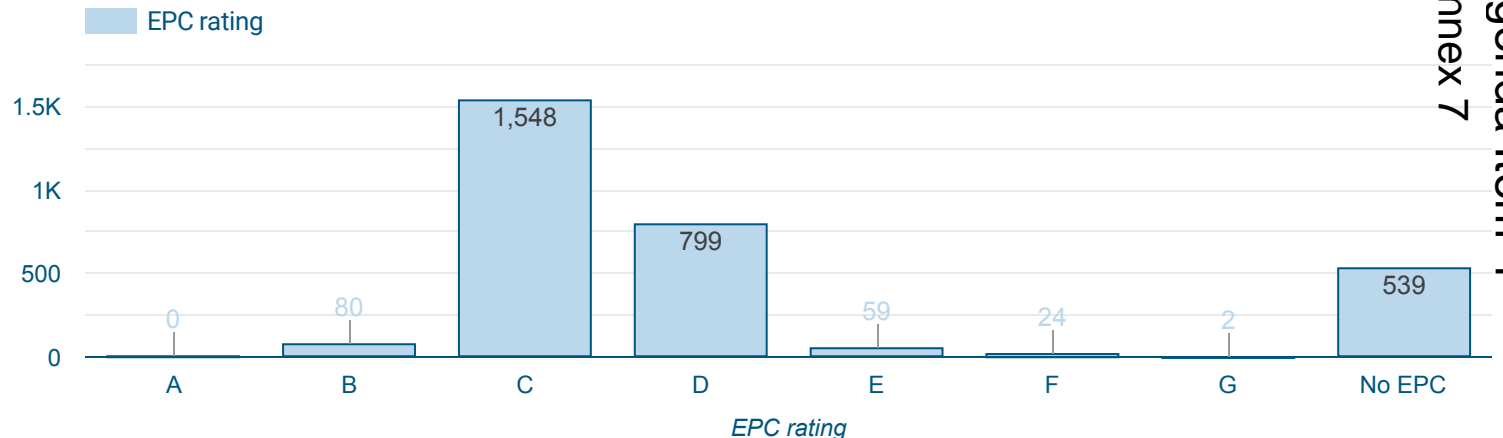
75.37%
Target 100%

% meet decent homes standard

99.69%

KPI	Quarter / Amount			
	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24
Percentage of capital programme spent	4.83%	16.8%	0%	0%
£ Total capital programme spent	321,808	1,292,879	0	0

Current EPC rating



Tower block refurbishment and retrofit- Q2 - Jul Aug Sep 2023/24

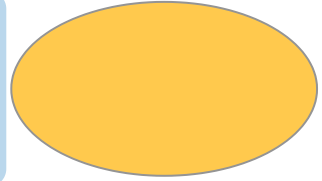
Key questions

- Are we meeting our budget forecast?
- How have we engaged with residents in this period?
- What are the key risks and challenges?
- What is the plan for next quarter?

TLS's strategic goals and values

- To reduce our greenhouse gas emissions and contribute to central governments Net Zero pledge.
- To improve fire safety and ensure compliance with building safety legislation.
- To improve internal comfort for residents and reduce energy usage.

Overall RAG



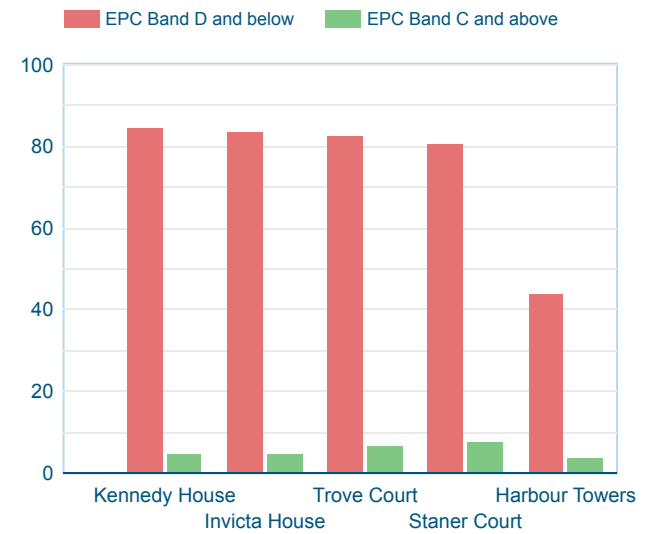
Commentary

- Our budget forecast for Q2 is Zero. This is because we are in the design phase of the project and therefore do not expect capital spend. So far we have drawn down £176,000 of grant funding which went toward pre construction planning, project management and design.
- 89% of properties have had the PAS2035 Retrofit Assessment. (This assessment is required to secure the funding, give a baseline of carbon emissions and feed into appropriate design of measures)
- Attended a workshop with the project core group and achieved progress on design and material choices for facade.
- Preparing the colour palates, surveys and publicity for resident consultation, due to take place in Oct 23. The aim of the consultation is for residents to choose the design and colour of their tower block facade and to allow further opportunity for questions and information sharing
- The Pre Contract Service Agreement for Mears has been drafted and is in review.
- All tower blocks have communications equipment on their roofs. This presented a risk to roofing works within this programme in Q1. This risk has significantly reduced following engagement with each company responsible for plant on the roof.
- Our plan for Q3:
 - Carry out pull tests for new cladding system
 - Progress specifications for other elements (ie roof/ventilation/heaters).
 - Awaiting M&E and fire engineer to provide feedback to enable progress for this action.
 - complete the analysis on resident consultation to confirm the designs for the tower block facade
 - Prepare the planning application
 - Meeting with Building Control to ensure compliance with Gateway 2 (Building Safety Act 2022 requirement)

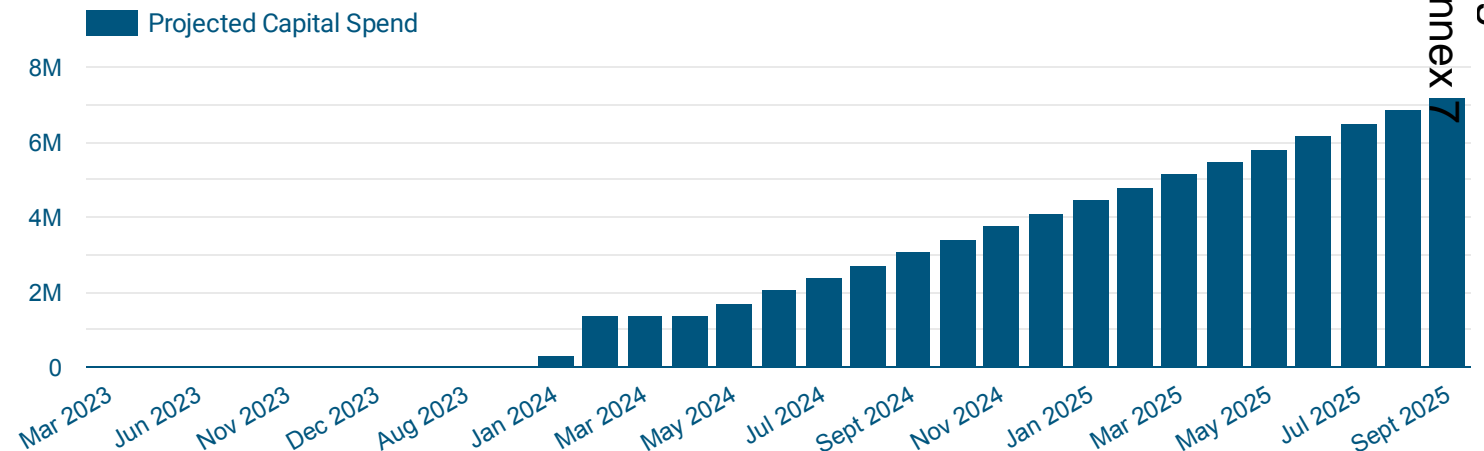
Page 94

Project milestones	Target	Status
a Project team established	31 May 2023	Complete
b Resident consultation	31 Oct 2023	In progress
c BSA Gateway 1 - planning & fire statement	28 Nov 2023	In progress
d Specification for internal measures approved	1 Dec 2023	In progress
e Design & Build Contract in place	15 Dec 2023	not started
f Completion of PAS2025 Retrofit assessments	22 Dec 2023	In progress
g Commencement of fire door installation - all blocks	No data	Not started
h Planning application approval	8 Jan 2024	In progress
i Building control: Gateway 2 - Building Control application.	12 Feb 2024	not started
j Completion of all design aspects	29 Mar 2024	In progress
k Construction Start	1 Apr 2024	Not started

Tower Blocks current EPC rating



Capital spend forecast



Annex 7
Agenda Item 4

Void properties - Q2 - Jul Aug Sep 2023/24

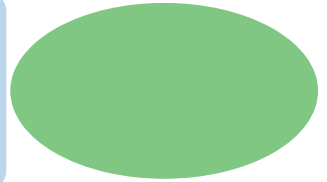
Key questions

- What is the average time taken from end of tenancy to new tenancy starting (key to key letting period)?
- How will we meet our target of 33 days for our key to key letting period?
- What is the average spend per void property?

TLS's strategic goals and values

- Reduce rent loss by improving key to key turn around times.
- Ensure homes meet our published Lettings Standard
- Ensure a good new tenant experience, supported by a relevant tenant information pack

Overall RAG



Q2 Commentary

1. The table 'average days to complete void' shows that our overall void performance has reduced significantly in Aug & Sept exceeding our target of 33 days. This is due to:

- Creation of a voids monitoring tracker which is scrutinised during weekly contractor meetings setting a relentless focus culture to drive down timeframes.
- Increased efficiencies and contractor resourcing to meet demand
- Relatively consistent demand over the period
- Properties are let without delay once works have been completed, without undue delay.

2. Demand has started to pick up in Sept. We expect this to continue due to seasonal trend and the introduction of a number of new build schemes over the next few months.

3. Mears have employed an additional chargehand to help maximise workforce productively & tighten-up quality control ensuring voids meet our void standard.

4. The majority of void properties are returned to us remain in poor condition. Our contractors are aware that this is now BAU and have profiled adequate resourcing to cope with refurbishment type voids. This has helped drive down our turn around time.

5. The average cost of voids has risen this period from £9k to 12.9k. This is due to 3 high cost voids requiring extensive refurbishment and damp treatments which has skewed the overall average cost.

6. We have developed a new tenant hand book. This will be ready to be part of the new tenant pack by Q3.

MonYear

Q2 Voids completed

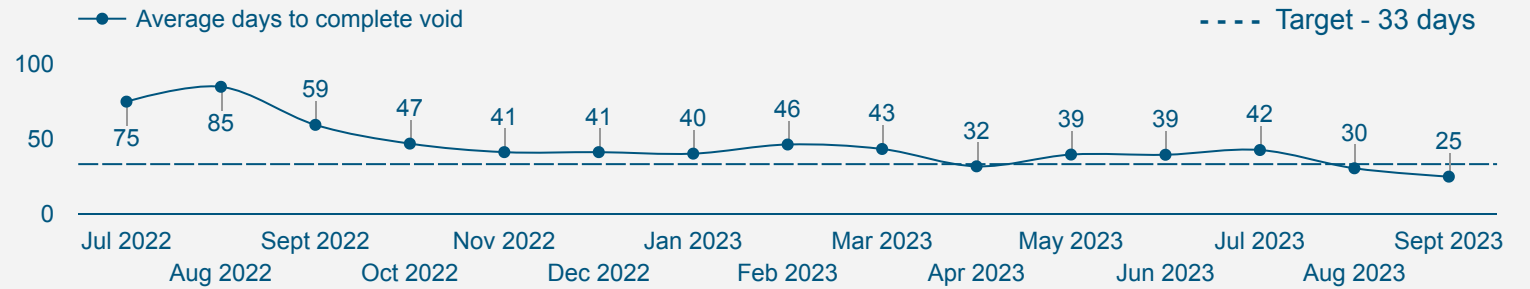
25

Q2 Ave. void days

32

Q2 Lost rent

£11,961



Ave TDC cost for period

12,911.75

Ave Tenant charge

979.43



Annex 7
Agenda Item 4

Income / Arrears - Q2 - Jul Aug Sep 2023/24

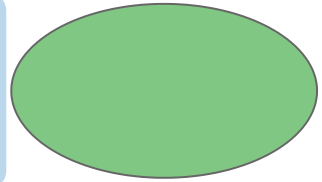
Key questions

- What are the current tenant arrears?
- How has this changed from previous period?
- How has this changed from this time last year?
- Have usual behavioural trends affected our performance?
- How much former tenant arrears have been written off?

TLS's strategic goals and values

- Reduce current tenant arrears and leasehold service charge arrears
- Working with tenants and leaseholders to clear debt in an affordable way
- To reduce debt by avoiding court action where possible
- To give residents access to benefit and money advice
- To help residents access additional funding in times of crisis

Overall RAG



Q2 Commentary

1. Current rent arrears for the period are 3.9%, an improvement of 0.4% from the previous period
2. There has been an improvement of 0.98% from the same time last year.
3. Usual seasonal trends show an increase in arrears in Q2, but this year they have reduced. We attribute this
 - *Consistent output by officers
 - * Continuation of higher performance with the new improvements that arrived in Q1
 - * Household Support Fund roll out has meant more stable financial environments.
4. We distributed £132,844 of HouseHold Support Fund to 144 households.
5. Achieved £6,062 worth of backdated benefits and DHP.
5. No former tenant arrear have been written off this quarter, due to capacity issues with long term absence in the team.

We usually experience an increase in arrears in Q3 (spike can be seen in 'Current Tenant arrears by Month' table for January 2023), a seasonal trend due the pressures of Christmas, heating costs increasing and the way payments hit accounts through the finance system. We aim to reduce the impact of this spike to less than the previous year by:

- * Taking the arrears figure before the Christmas break, rather than reporting a figure we know to be incorrect.
- * Using the remaining Household Support Fund to help struggling residents with heating costs
- * There is a big push on getting more payment agreements on Direct Debit. This is a more consistent payment method with less failures and is easier to identify a missed payment, allowing us to contact the resident quicker.

Q3 2022/23

% of projected rent
5.39%
↓ -0.21% last QTR

Q4 2022/23

% of projected rent
4.79%
↓ -0.60% last QTR

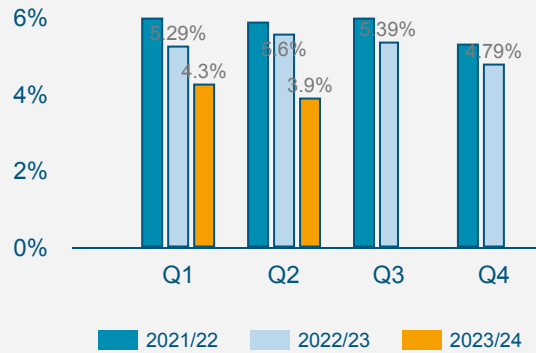
Q1 2023/24

% of projected rent
4.30%
↓ -0.49% last QTR

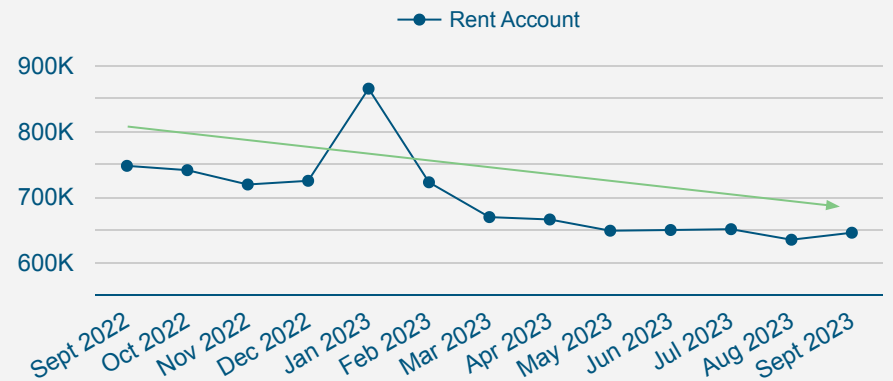
Q2 2023/24

% of projected rent
3.90%
↓ -0.40% last QTR

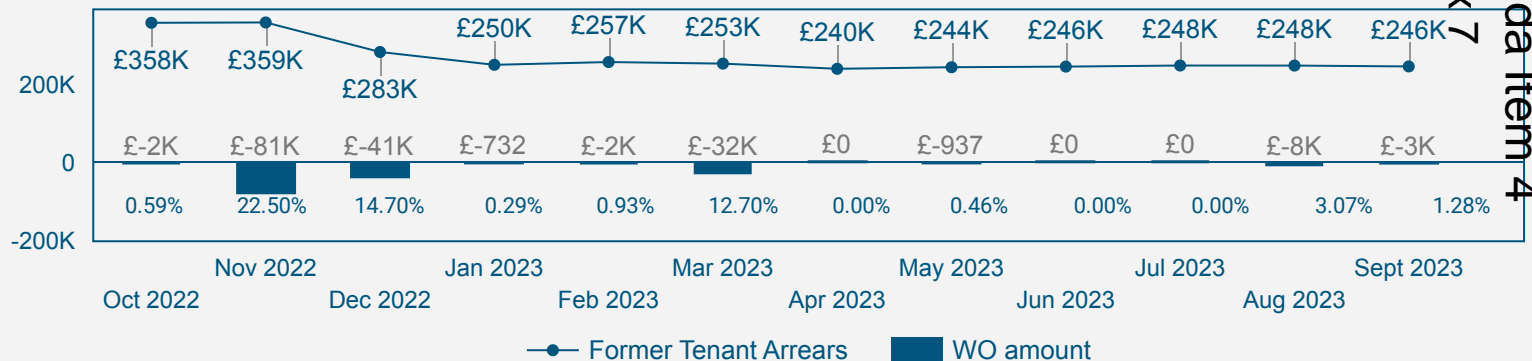
Arrears as a % of projected annual rent income



Current Tenant Arrears by Month



Former Tenant Arrears and Write Offs



Jackey Bakers Recreation Ground

Extraordinary Overview and Scrutiny Panel 06 December 2023

Report Author	Tony Marmo, Head of Coastal and Public Realm
Portfolio Holder	Cllr Steve Albon, Cabinet Member for Cleansing and Coastal Services
Status	For Decision
Classification	Unrestricted
Key Decision	Yes
Reason for Decision	To approve the next steps to be undertaken by officers in response to the petition received by Thanet District Council about Jackey Bakers Recreation Ground. In taking the next steps the expenditure will be more than £250,000.
Ward	Northwood

Executive Summary:

The report outlines the actions taken in response to a petition that was received by the Council. The petition requests that the Council improves its management of Jackey Bakers Recreation Ground.

The report also proposes the adoption of a master plan for the future development of the Jackey Bakers site. Although the master plan proposals are not currently funded and therefore are not able to proceed at this stage, the adoption of a master plan represents a first step towards securing the necessary funding for the long-term future of Jackey Bakers.

Recommendation(s) to Overview and Scrutiny Panel:

The Overview and Scrutiny Panel is asked to consider the contents of this report and having done so consider making any appropriate and relevant recommendations for consideration by Cabinet.

Recommendation(s) to Cabinet:

That Cabinet:

- a) Approves the demolition of the existing pavilion on the basis of health and safety (subject to the Local Planning Authority giving prior approval).
- b) Approves the purchase of a temporary portacabin style changing facility once demolition has occurred.
- c) Approves a public engagement exercise to inform the master planning for Jackey Bakers, based on the draft master plan attached at annex 1.

- d) Delegates authority to the Chief Executive Officer to investigate the options for a future development on the site based on the master plan, to include a new car park, new pavilion (to include changing facilities) and other sporting/recreational facilities that might enhance the offer at the site. A report will be represented to the Overview and Scrutiny Panel and the Cabinet once these options have been further explored.

That Cabinet Recommends to Council that:

- e) A one-off 2023/24 supplementary General Fund Revenue budget of £370,000 be approved, for the demolition of the existing pavilion and the provision of a temporary portacabin facility, to be funded from the Risk Reserve.

Corporate Implications

Financial and Value for Money

An open tender process will be undertaken for each of the following to ensure that a competent contractor will be appointed to:

- a) Undertake the demolition of the existing pavilion. It is anticipated that based on the size of the building, which is 510 sqm, demolition might be in the region of £250,000.
- b) Provide a suitable temporary portacabin facility with changing rooms (and showers), officials change, storage and toilet facilities. It is anticipated that a 150 sqm building might be in the region of £120,000 to purchase and install.

It is proposed the funding to pay for both of these projects shall come from the Council Risk Reserve.

The proposals set out in the Master Plan are not currently funded.

Legal

This report is for consideration and in accordance with the provisions of the Constitution, the Overview and Scrutiny Panel may make recommendations to be considered by Cabinet.

In relation to the decision to demolish the existing pavilion, planning permission or prior approval will be required. The tender documents will be reviewed by the legal and procurement departments.

The proposed Master Plan should be congruent with the provisions of any local plan for this area.

Risk Management

A risk register has been developed for the project. The risk register considers financial, health and safety, procurement, legal and community risks. The risk register will be maintained as a live document and will be updated as the project progresses.

Corporate

Jackey Bakers Recreation Ground is a key location in the district for football facilities. In addition this is an important local community recreation ground, providing outdoor facilities for the mental and physical well being of residents.

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- To advance equality of opportunity between people who share a protected characteristic and people who do not share it
- To foster good relations between people who share a protected characteristic and people who do not share it.

Corporate Priorities

This report relates to the following corporate priorities:

- Communities and community engagement.

1.0 Introduction

1.1 The Council received a petition with 1941 valid signatures on 30 June 2023 relating to the Council's management of the public open space, Jackey Bakers Recreation Ground, from Mrs June Tyrell. The petition contained the following petition prayer:

"Jackey Bakers is a public open space, given to the people of Ramsgate, by Dame Janet back in 1924. Over the years, we have seen a decline in the way Jackey Bakers is managed. We want a safe place to be able to walk our dogs, somewhere the children can run around and improved facilities for the weekly football matches. Jackey Bakers is lacking bins, both normal waste and dog waste. More bins should improve the amount of littering that is left on a daily basis. The changing room has had no hot water or electricity for a couple of years, meaning the footballers have nowhere to change or clean up. The football pitches are in a very poor state, not being rolled and the grass not being cut, especially around the goals. This is causing injuries each week. Car parking is also another concern. Planning permission has previously been requested for a hard standing car park to be built at the Sainsbury's end of Jackey Bakers, yet has never happened. Highfield Road is becoming congested due to the amount of cars being parked there on a Sunday morning, and only recently caused issues for emergency services to get through. Each week the pitches are in use, funds are accumulating, but where is this money going? Some weeks, this amounts to just over £400! So let's all come together and make Jackey Bakers fit for purpose, by the people of Ramsgate, for the people of Ramsgate!"

- 1.2 A petition that receives over 1500 signatories would normally be subject to a debate at a meeting of the Full Council. However in this case due to the date that the petition was received, this would have meant that the Council taking no action regarding the petition until the Council meeting on the 12th October 2023, a wait time of some months. This would have been unfair on the petitioner, so after discussing this issue with the petitioner, they agreed for the petition to be treated as a petition with 50 - 1500 signatories, so that the Council could act much sooner namely that a “senior officer of the Council, after consulting with the relevant portfolio holder, should respond to the petition, and a report on the petition noting what action has been taken should be referred to the next meeting of Cabinet or Council for their information.”
- 1.3 This approach has allowed for work to be planned and undertaken in relation to the wishes of the petitioners as set out in the petition response at Annex 1, whilst retaining transparency and accountability to the public, which is an important aspect of democratic governance.

2.0 The Current Situation

- 2.1 A formal response to the petition was sent to the petitioner and is attached at annex 2 to the report. This was reported to Council on the 12th October 2023. During the debate the Leader noted that he would consider the petition at a future Cabinet meeting. Following the debate by Members, the petition was noted.
- 2.2 Since the petition response the following actions have been completed:
- a) A sign has been placed on the gates at the entry to the site so that no parking occurs in front of the gates, as this is an access point for emergency services.
 - b) A review of the bins on the site has been completed.
 - c) New goal posts have been received for pitch 3 and shall be installed in the spring when the ground is suitable to install.
 - d) The Open Spaces team have undertaken works to improve the goal mouths in pitches 6 & 7.
 - e) A further container has been provided as a changing facility, in addition to the container for storage and portaloos provided on the site in September.
 - f) A prior notification form for the demolition of the pavilion at Jackey Bakers Recreation Ground has been submitted to the Local Planning Authority and shall be considered at the Planning Committee meeting of Thanet District Council on Wednesday 13th December 2023.

3.0 Master Planning

- 3.1 The council recognises the need to invest into the improvement of the facilities provided at Jackey Bakers and enhance the recreation ground for the benefit of all of its users and local residents.
- 3.2 The council has therefore commissioned some initial master planning work, to illustrate the potential for the site to be further improved in the future, including possible locations for new parking facilities, new pavilion and the upgrading of the sports offer across the site. The draft master plan is attached at annex 1. The drawings in the master plan are examples only and the exact number of pitches that

Agenda Item 5

can be provided for different sports is flexible and can be adjusted to accommodate current users and emerging demand for new sports.

- 3.3 At its meeting on the 2nd March 2023, Cabinet agreed to the transfer of the strip of land, off of Highfield Road, to the East of the Jackey Bakers site, to the council's Housing Revenue Account for the delivery of affordable housing, and this scheme is included in the council's housing development programme. The detailed scheme proposals and funding arrangements will be reported to cabinet when they are available and planning consent has been secured.
- 3.4 The report stated that the land had an assessed capital value of between £900k and £1.12m, and advised that a corresponding transfer of debt between the council's general fund and Housing revenue Account would create additional general fund borrowing capacity of between £489k and £611k which could be utilised for future improvements at Jackey Bakers. The final figure will be known, once a detailed housing proposal for the Highfield Road site has been agreed.
- 3.5 In addition, the council has secured a contribution of £28,247, through a section 106 planning agreement from the nearby Eurokent/Spitfire Green housing development specifically for investment in Jackey Bakers. The council has not yet received this funding, as agreed trigger points in the Eurokent/Spitfire Green housing development have not yet been passed, however the development is progressing and it is expected that this funding will be available during 2024.
- 3.6 It is clear that the funding set out above is only a start, and not sufficient to deliver the proposals set out in the master planning document. However, the adoption of a master plan for Jackey Bakers does provide an opportunity to bid for further external funding if and when opportunities arise, and to work collaboratively with local and national partners to deliver an ambitious vision for the site.

4.0 Next Steps

- 4.1 If the prior notice of approval is received for the demolition of the pavilion at Jackey Bakers Recreation Ground, officers shall undertake the tender to achieve a price for demolition. Currently it is anticipated that based on the size of the building it might be in the region of £250,000.
- 4.2 Once the demolition has been completed the Council will install a temporary facility using the existing power, water supply and concrete base. The facility will not be as big as the existing pavilion (approximately 150 sqm) but will provide team changing rooms with showers, officials changing, storage, male and female toilets. Currently it is anticipated that based on the size of the building it might be in the region of £120,000.
- 4.3 Following community engagement, the adoption of a master plan for Jackey Bakers will enable the council to seek external funding opportunities, as they arise, to support its delivery.

Contact Officer: Tony Marmo - Head of Coastal and Public Realm
Reporting to: Mike Humber - Director of Environment

Annex List

Annex 1 - Draft Master Plan
Annex 2 - Response to the Petition

Background Papers

None

Corporate Consultation

Finance: Chris Blundell - Director of Corporate Services

Legal: Ingrid Brown - Head of Legal and Democracy (& Monitoring Officer)



Land at Jackey Baker's Recreation Ground, Ramsgate

Feasibility Study

22414-8001-03 | July 2022



Corstorphine & Wright

Revision Log

Revision	Date	Notes
00	19.07.2022	First Issue
01	12.08.2022	Second Issue
02	14.11.2023	Third issue following client comments
03	24.11.2023	Fourth issue following client comments

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Introduction

1.0

1.0 Introduction

1.1 Scope

Thanet District Council have instructed Corstorphine & Wright Architects to provide a high-level scheme feasibility for the Jackey Baker's Playing Fields and associated parking to land at the rear of Highfield Road.

As part of our study we have provide a preliminary site layout and building configuration as a preliminary guide to maximise the development potential of the site as a residential scheme.

The scheme options take due consideration to the existing streetscape, and the residential flats & dwellings adjoining the development site and the wider site context.

All residential proposals also take into consideration the client's brief which includes area spatial requirements to conform with the current Development Plan and Parking Standards together with the nationally described space standard.

The following documents have been used as reference;

- Thanet District Council - Design Brief [DRAFT]
- Thanet District Council - The Local Plan 2031
- National Planning Policy Framework
- NHF 'Housing Standards Handbook'
- National Design Guide
- Nationally Described Space Standards
- Approved Document M(4) 2
- Kent Design Guide: Sustainable Design Principles for Kent & Medway's Built Environment
- LETI Climate Emergency Design Guide: Small/medium scale housing
- Secure by Design: New Housing 2019



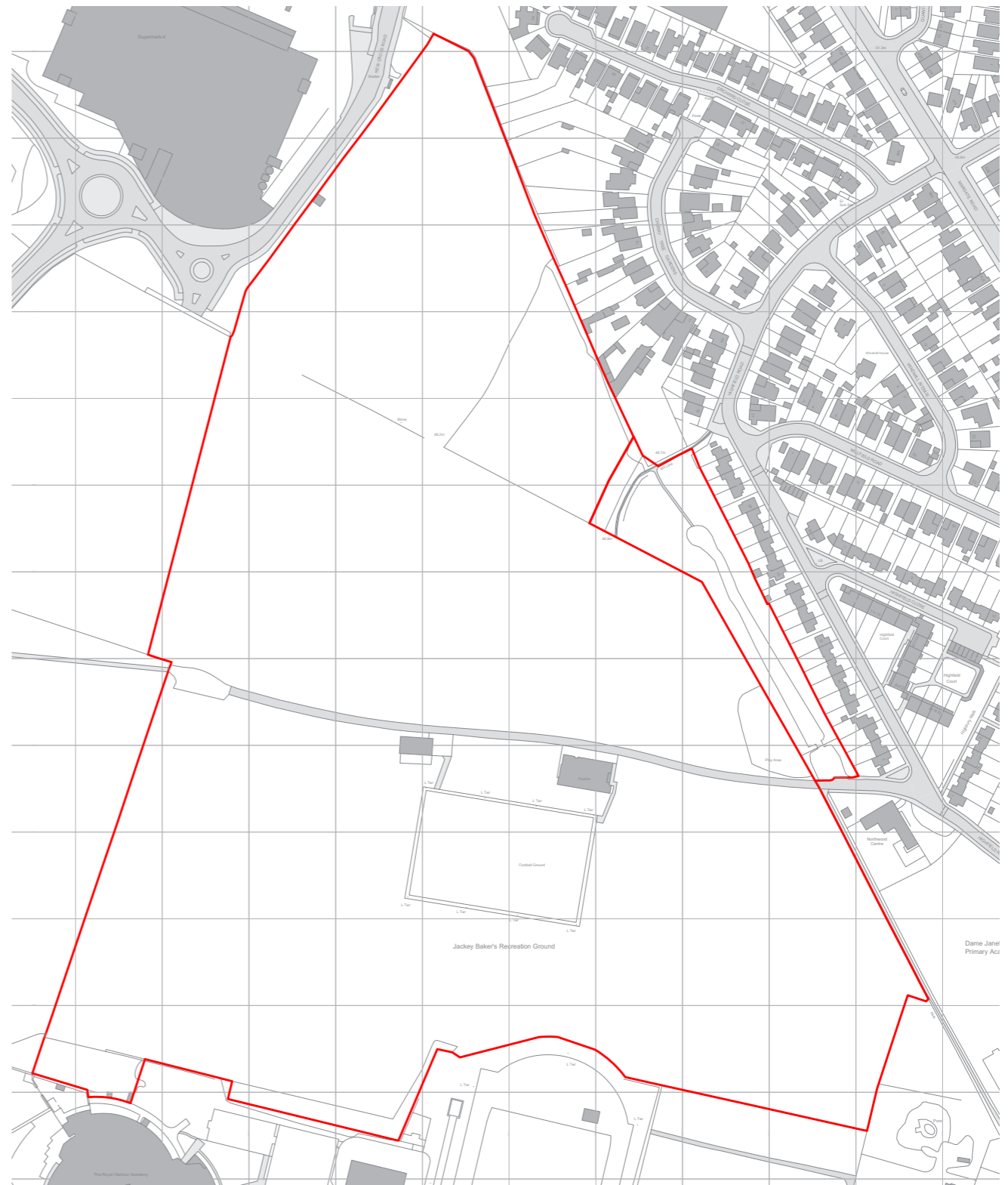
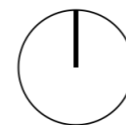
1.2 Site analysis

The site consists of two land parcels (1) Jackey Baker's Playing Fields and (2) hard standing to land at rear of Highfield Road.

The combined site extends to 18.3501 hectares (18.3501 hectares).

The site is currently open space used as sports playing fields and recreation for the wider public with two changing pavilions in a state of disrepair along with a poorly maintained artificial sports pitch and a vacant parcel of land previously used for car parking which is currently secured by fencing.

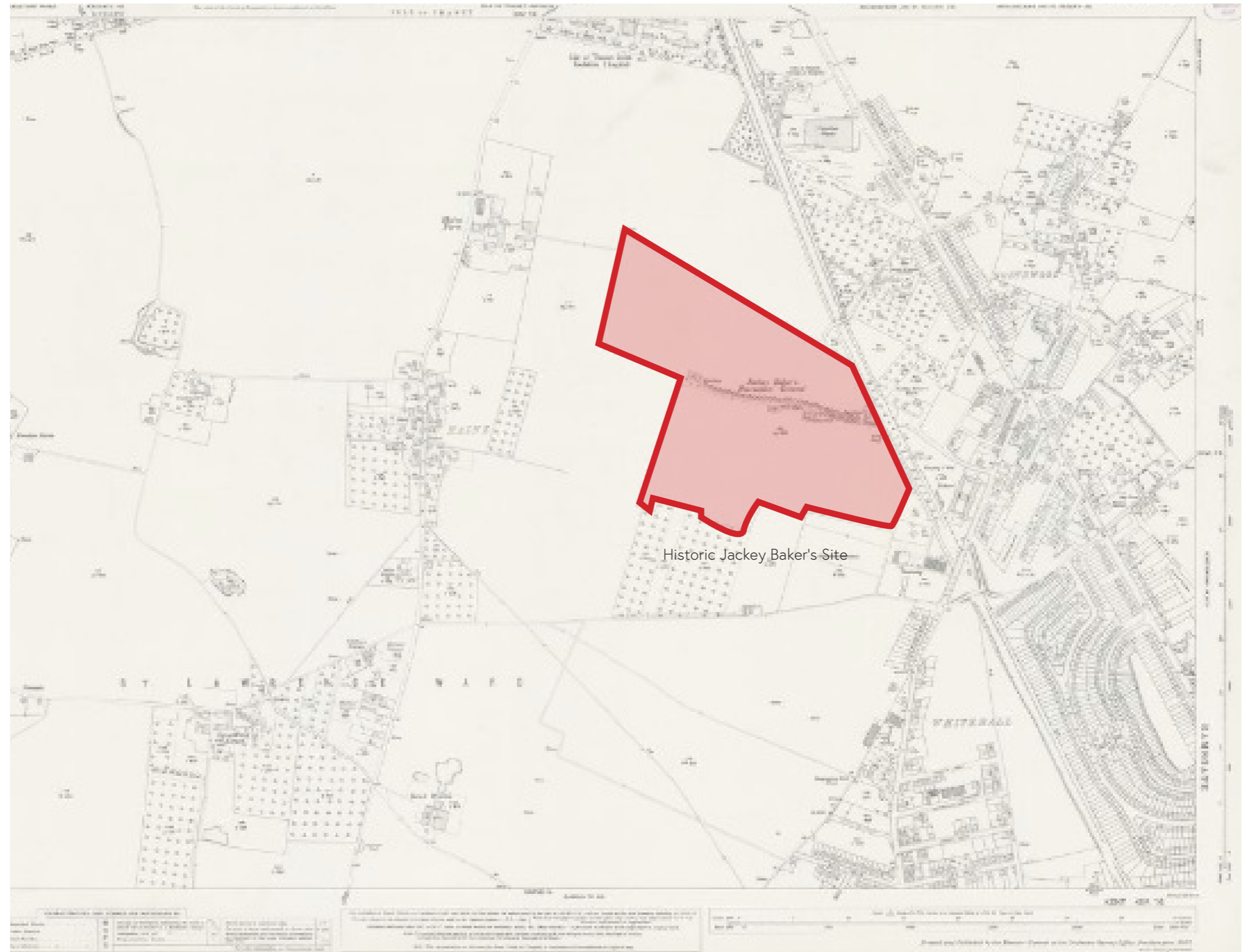
The site is not Listed nor located within a Conservation Area.



1.3 Site History

The historic map (1937) show that the site was established a the Jackey Baker's Playing Fields and some residential development to the West was also present.

The wider Westwood Cross development and access road would follow much later.



OS 25 inch England and Wales, 1841-1952xx (1937, published 1938) - Open Source, Archi Maps UK



1.4 Planning History

A search of the Thanet District Council Planning Portal has a limited planning history from 1990 which relate to relevant uses of the sites with regards to the sports & recreation and excludes any developments relating to the wider Eurokent Business Park.

Description	Ref.	Status
Change of use from Agricultural land to playing fields together with the erection of 2no. shelters and score box connection with sports ground.	F/TH/07/0644	Withdrawn
Change of use of agricultural land to playing field	F/TH/06/1410	Grant Permission
Provision of an all weather sports pitch plus floodlighting and fencing	F/TH/93/0808	Grant Permission

Source: planning.thanet.gov.uk/online-applications/



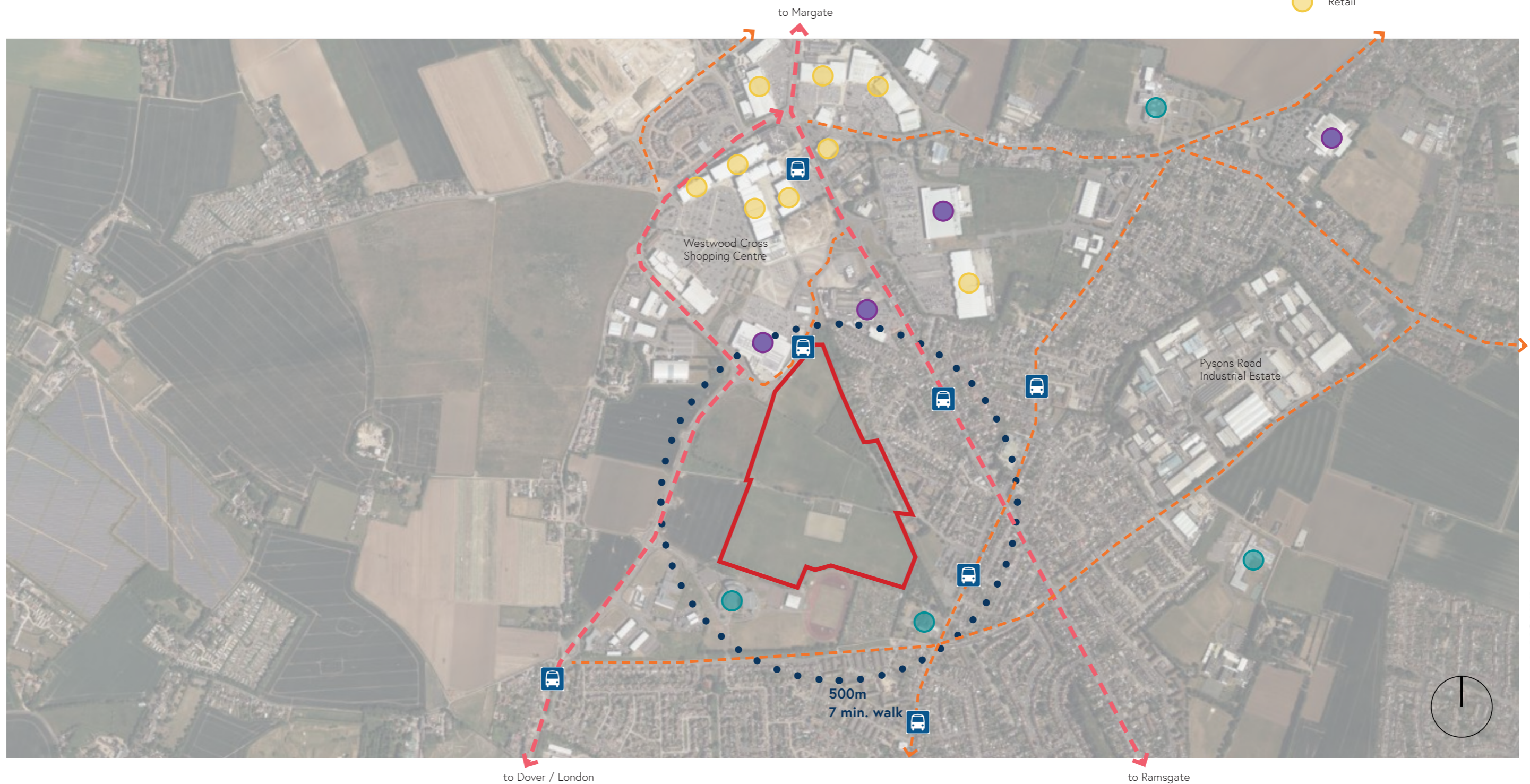
1.5 Wider Context and Accessibility

Jackey Bakers Recreation Ground located on the outskirts of Ramsgate and is situated nearby to the Sainbury's Foodstore and Westwood Cross Shopping Centre to the North and the Newington residential Estate and Royal Harbour Academy to the South.

Further residential development to the surrounding area is ongoing.

The site is well connected with local bus routes and amenities within easy reach.

- Primary Road
- Secondary Road
- Bus Stop (selected)
- School
- Food Store
- Retail

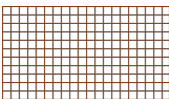
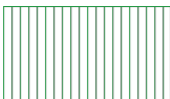

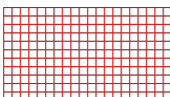

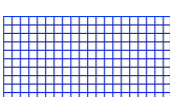


1.6 Planning Policy

The Thanet Local Plan was adopted on 9 July 2020, together with the Landscape Character Assessment Supplementary Planning Document (SPD).

The site sports & recreation part of the site is protected by Policy G107 and the parcel of land to the rear of Highfield Road is an allocated Housing Site (Policy HO1) for 25 units.

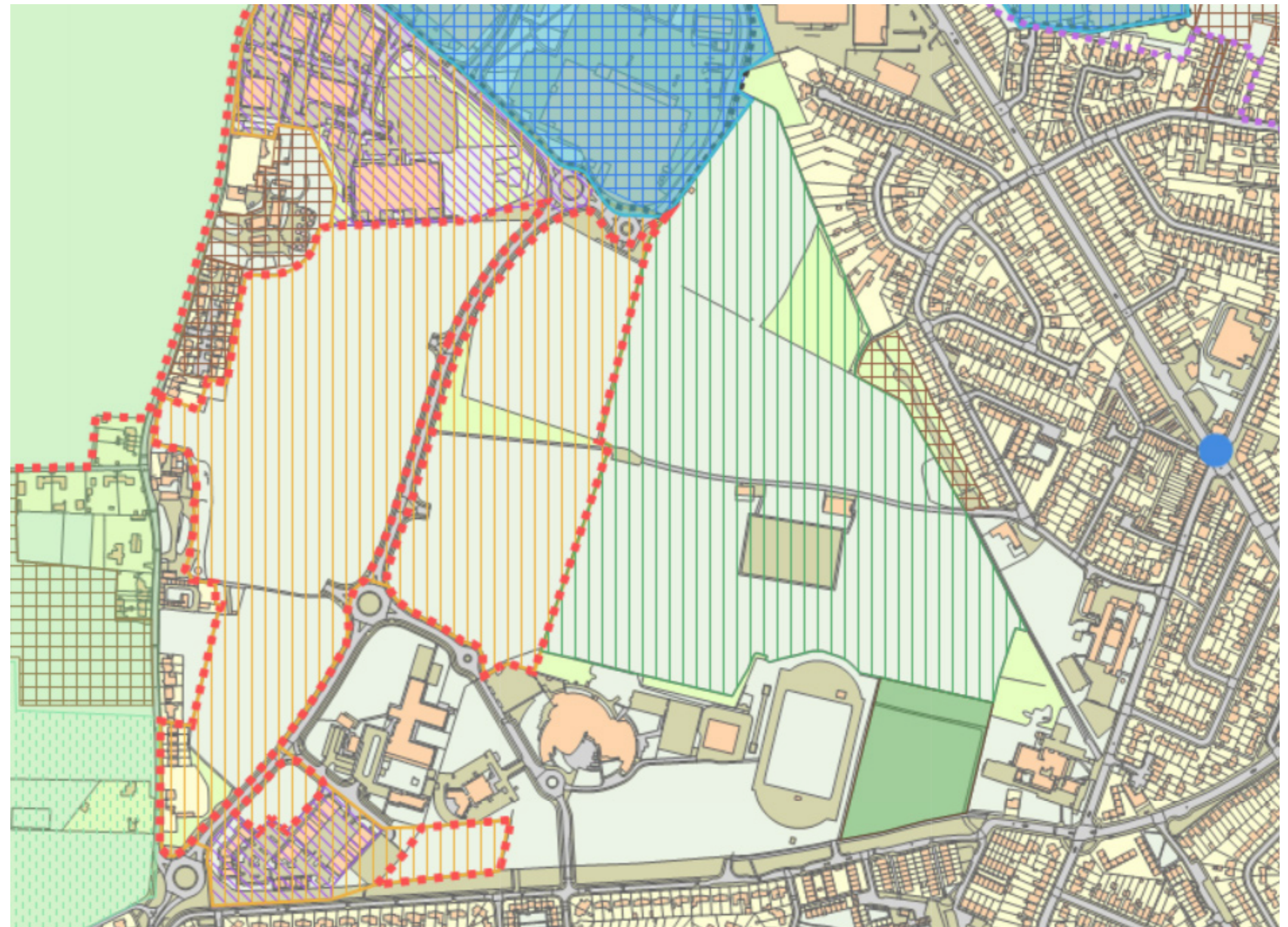
MAP KEY

	
Housing Site	Jackey Bakers Sports Ground
	
Strategic Sites	Westwood Primary Frontage
	
Flexible Use Site	Westwood Secondary Frontage

Policy G107

Jackey Bakers Jackey Bakers sports ground will be promoted as the long-term primary sports venue for Thanet. Proposals which will provide a 3G pitch and improve the facilities for football, rugby, hockey and other sports will be supported.

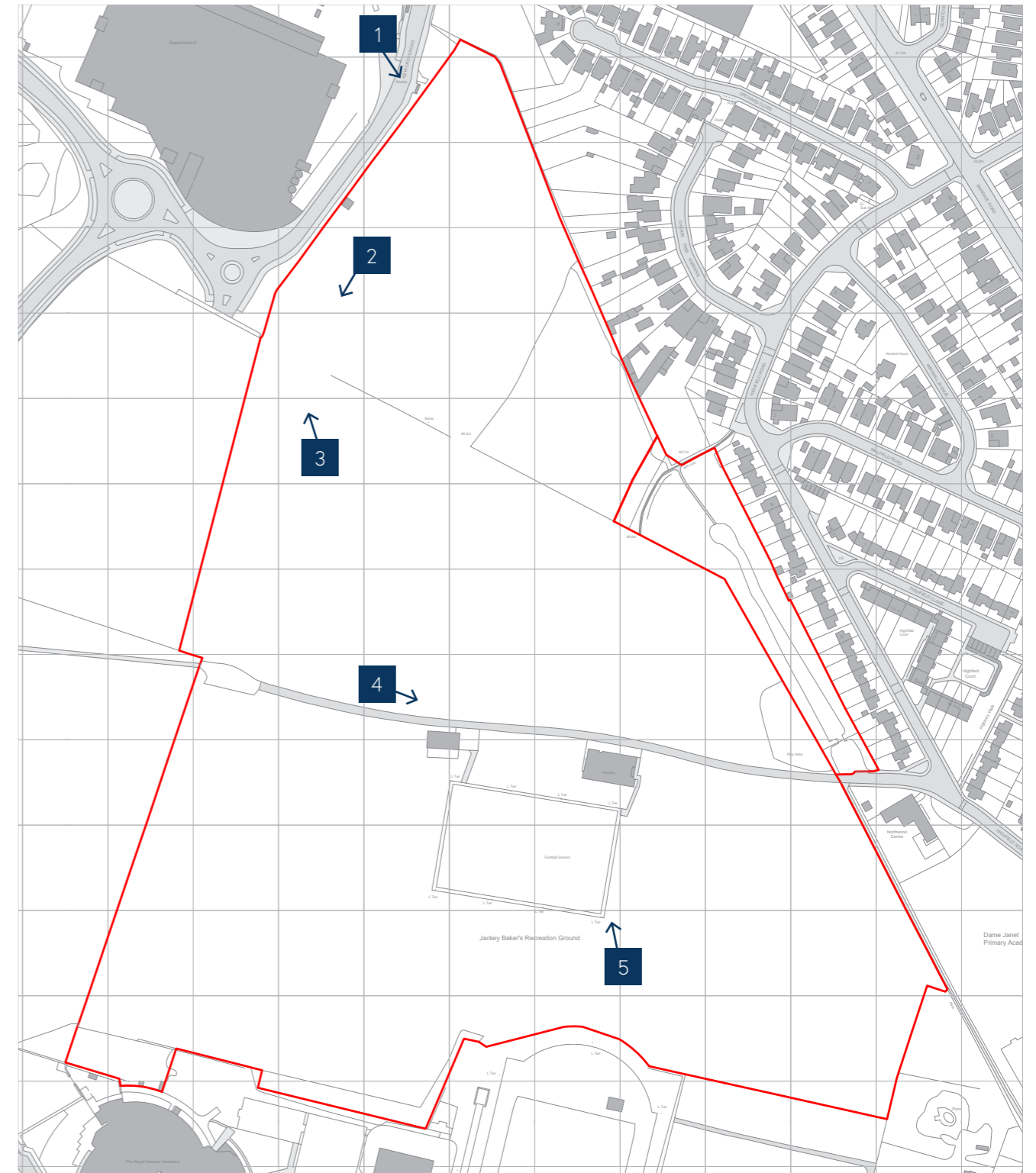
Proposals will need to include a new clubhouse with improved changing and social facilities. Where fully justified, the Council will permit ancillary development on order to maintain the sports use. This could include limited development of D2 (leisure facilities), D1 (community facilities) and A3 (restaurant facilities)



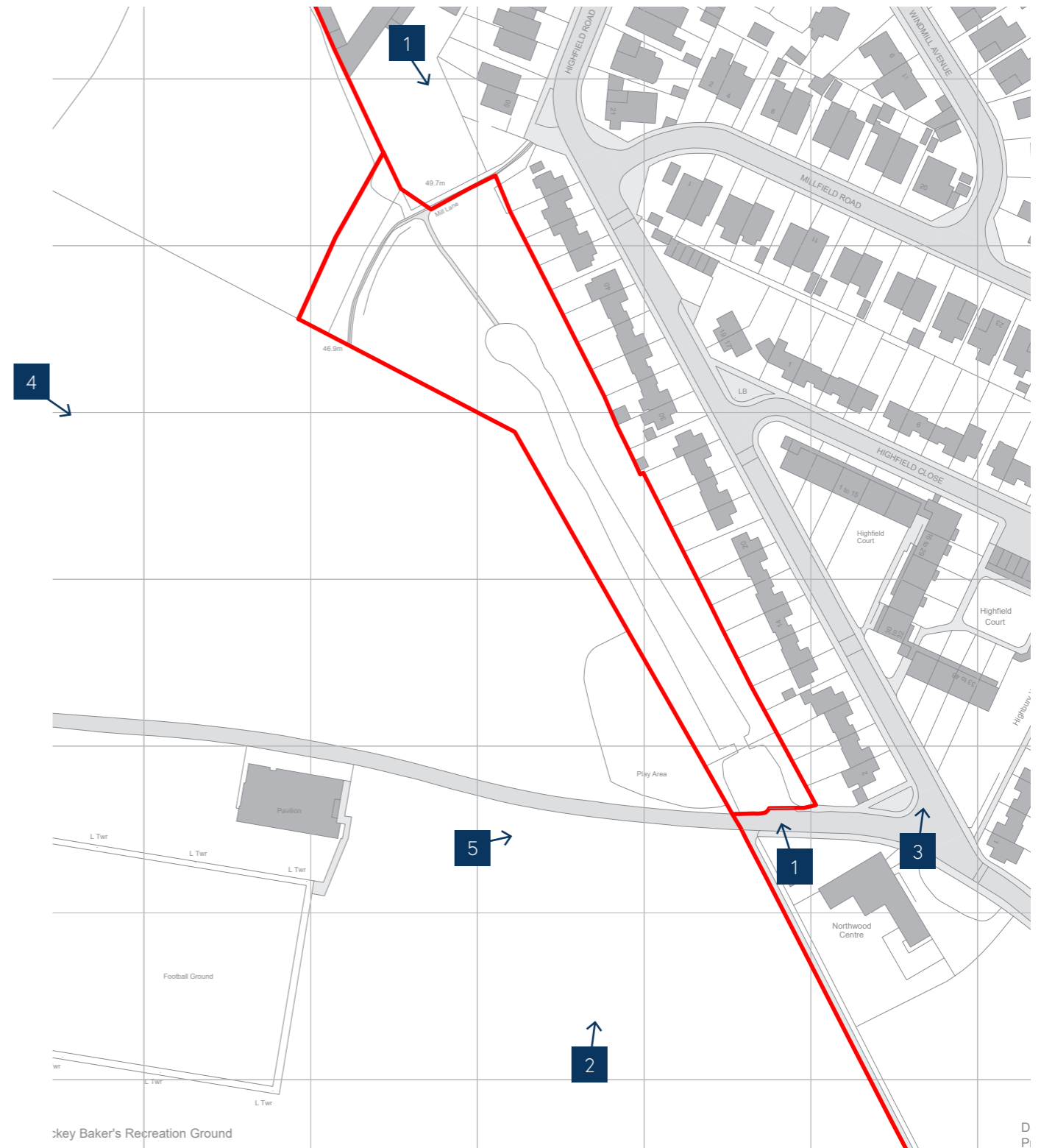
Map Extract from Thanet Local Plan 2020



1.7 Site Photos (1)



1.8 Site Photos (2)



1.9 Opportunities and Constraints

- Site Boundary
- Primary Road
- Change in Level
- Prevailing Wind Direction
- Overlooking
- Site Access (Existing)
- Site Access (Proposed)
- Trees (clusters)
- Existing Buildings



1.10 Sport Pitch Diversification

Urban Requirement

To attract a wide variation of social activity to the site, diversification of pitch and sport type is essential to the masterplan.

Adjacent a selection of pitch types are showcased in situ with the standard generic 4g pitches that will serve to accommodate a wide selection of sports across the site.

TYOLOGIES

The most sensible designated pitch options include:

Generic 4G pitches- allowing for football and most racket sports

Hockey (requires separate 4g pitches)

Cricket Nets (allowing for both hard and soft

Netball (can double as basketball courts due to a mere 10mm difference and backboards on the nets)

TYOLOGIES

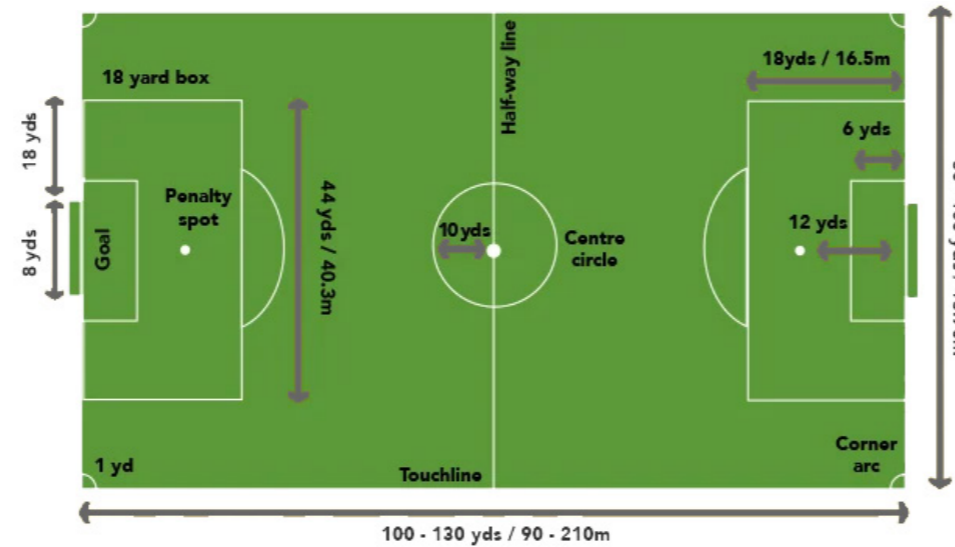
4G pitch- 105x68m

Hockey Pitch - 91.4x55m

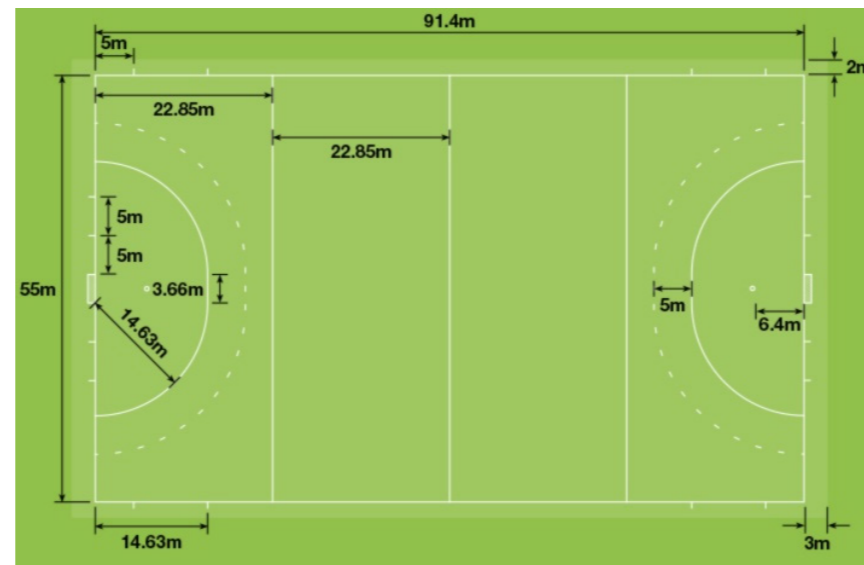
Cricket Net- 27x3.6m (9x3.6m Covered Netting)

Netball Court- 36.7x21.35m

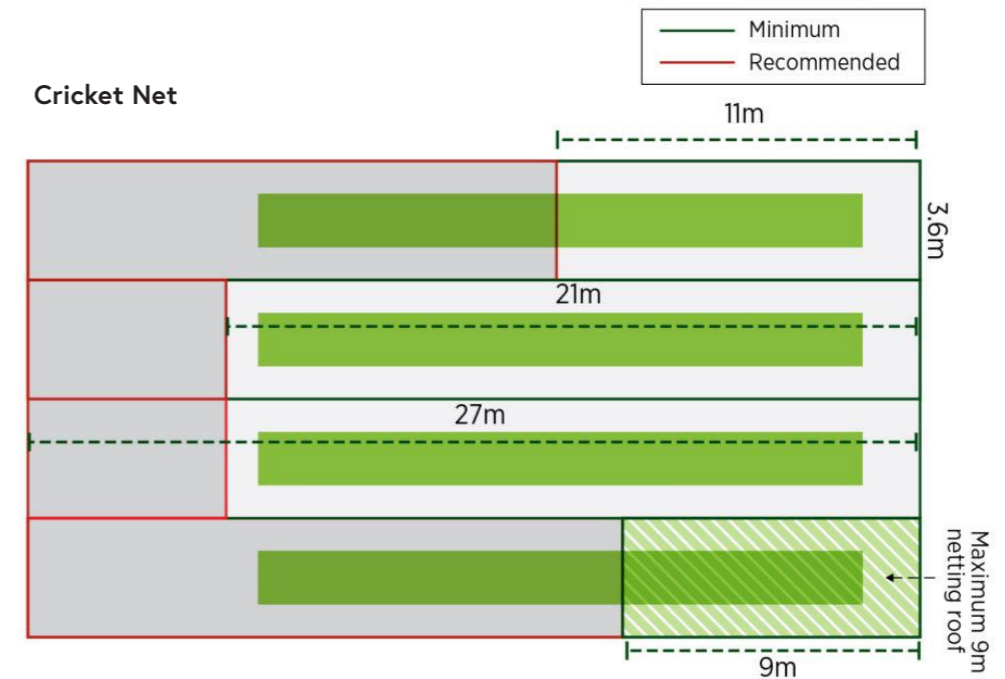
Generic 4G Pitch



Hockey Pitch



Cricket Net



Netball Court



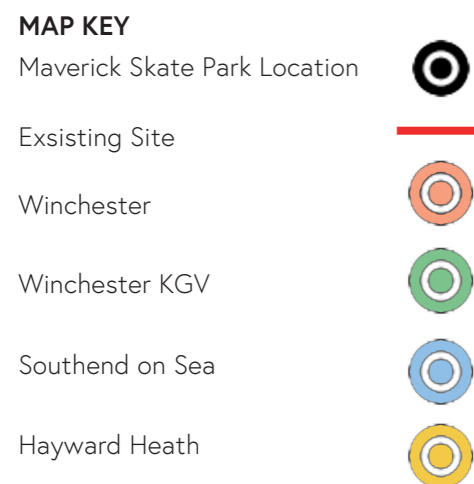
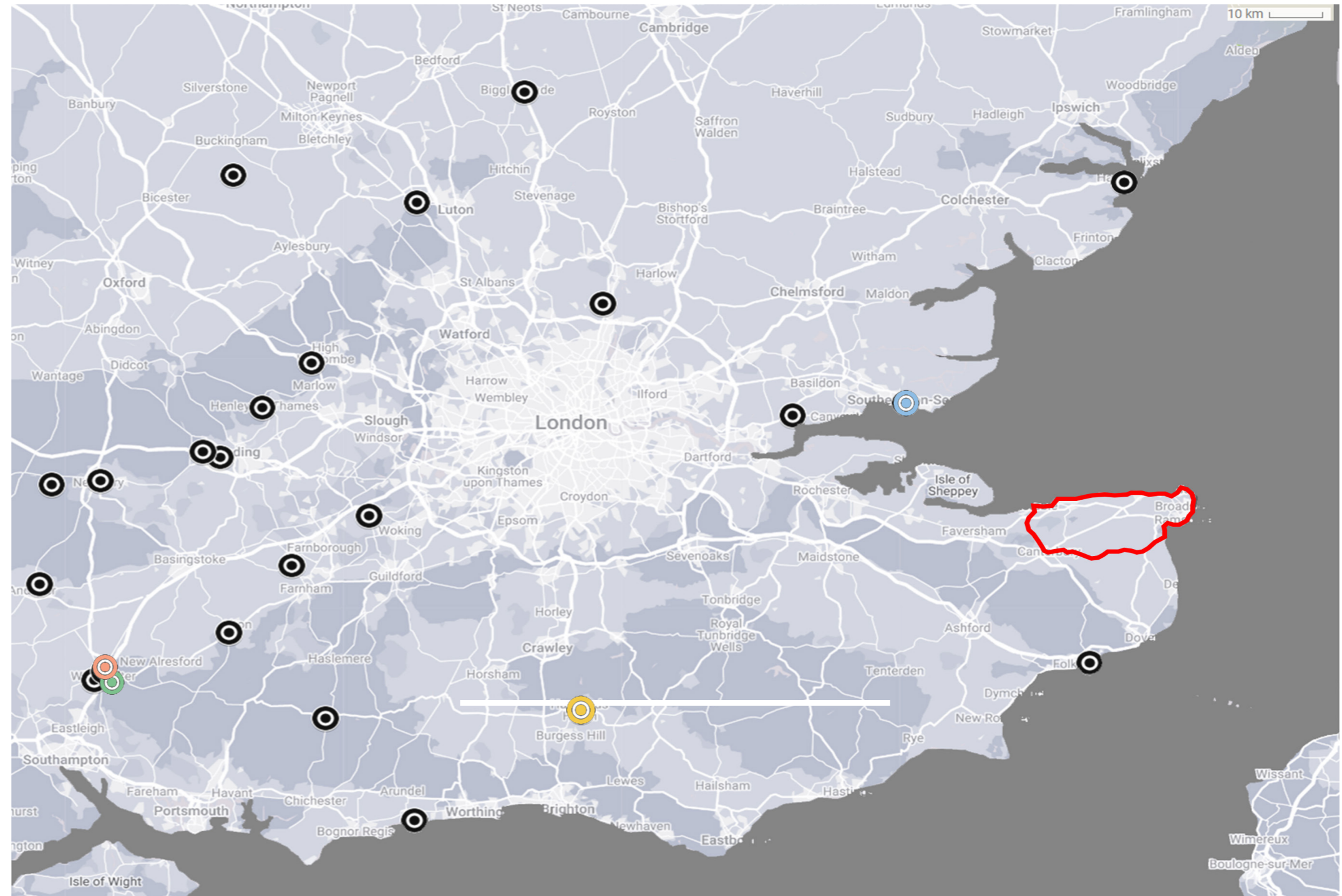
1.11 Urban Sport- Exploration

Urban Requirement

As showcased by the adjacent figure there is a prominent absence of designated skate typologies in the South East.

Maverick Skate Parks specialise in the creation of spray concrete skate parks, utilising professional knowledge in the field.

Creation of a designated skate site would encourage social liveliness in the masterplan, due to the gap in typologies across the UK, promoting use of the safe space thus removing antisocial behaviour from inner city dwellings.



The Proposals

2.0

2.0 The Proposals

2.1 Site Master Plan

Summary

- Provision of housing to former car park
- Provision of Sports Hub and associated parking with new vehicle access via New Cross Road
- Provision for Biodiversity Net Gain (BNG)
- Existing sports pitches rearranged following removal of disused pavilions & 3g pitch
- Addition of pitches to facilitate a variety of outdoor sports, including; Tennis, Cricket, Hockey, Basketball, Football & Urban Sports (Skating/BMX)
- Nature walks included around site for leisure uses and dog walkers
- Increase in trees to site including perimeter to increase net biodiversity

The two drawings on this page are illustrative of the potential to increase the provision for football and other sports at the site, and the exact configuration is flexible to respond to the needs of existing users and any emerging demand for new sports or activities.



2.2 Residential Layout



Summary

- Provision of 27 family dwellings with integrated garages and private terraces in five terrace blocks.
- Existing access retained
- Provision for parking courts and landscaped areas around the site
- Majority of unit have direct views over the playing fields

Design principles

Each of the dwellings across the sites have been designed to accord with the Nationally Described Space Standards, thus providing generous living space throughout the development.

Key principles which have been incorporated in to the layouts:

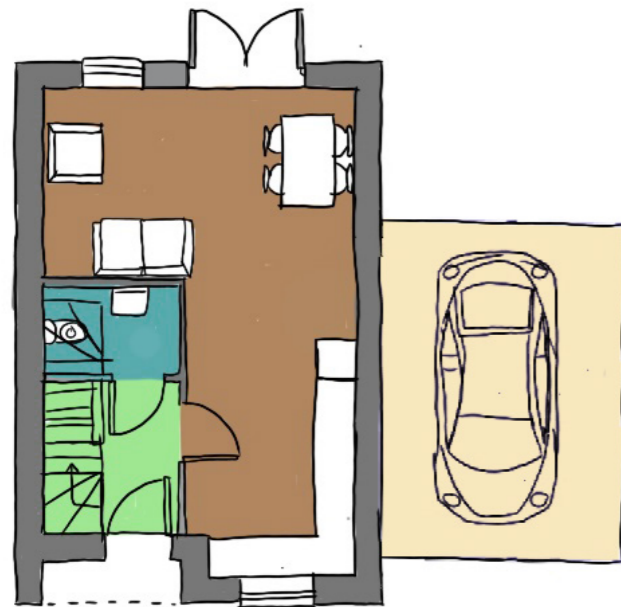
- Living spaces designed to relate directly to the landscape
- Optimum orientation of dwellings considered
- Clear view to the outside/landscape on entering each dwelling
- Private amenity space with terrace to each dwelling
- Generous store/utility cupboards
- Defensible private spaces in front of each dwelling
- Min. 2.4m high floor to ceiling heights
- Potential for triple glazed windows where needed
- Fabric-first approach to lowering carbon emissions
- Smart technologies for monitoring energy use
- Dedicated space for study / working from home

In addition to the specific considerations, each of the sites has been designed to incorporate cycle storage and access to high quality internal and external amenity spaces.

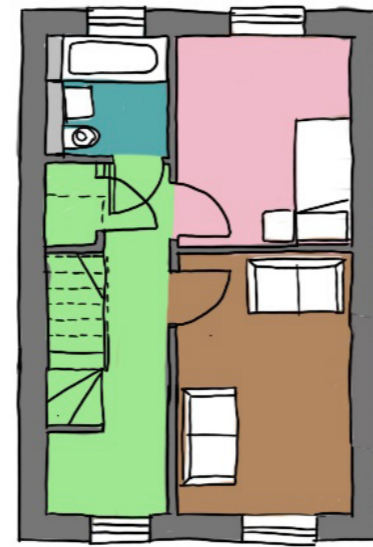
The overall objective aim is to encourage resident interaction and to create a vibrant residential communities.



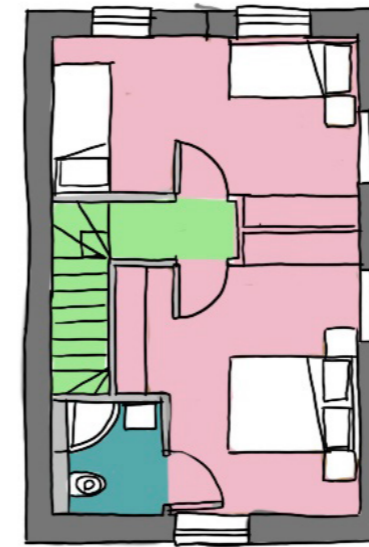
2.3 Typical Housetype



Ground Floor Plan



First Floor Plan



Second Floor Plan

Summary

- Proposed House Type is a 3 bedroom / 5 person dwelling set over 2.5 storeys.
- The total GIA for each dwelling is 106.4m²
- Each dwelling has a drive way, with space for 1 car and secured cycle storage.



Typical Street Elevation

2.4 Accommodation Schedules

Plot	Bedrooms	Type	GIA m ² (sq.ft)			Total
			GF	1F	2F	
1	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
2	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
3	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
4	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
5	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
7	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
8	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
9	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
10	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
11	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
12	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
13	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
14	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
15	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
16	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
17	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
18	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
19	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
20	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
21	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
22	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
23	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
24	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
25	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
26	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
27	3	3B5P	34.2 (370)	36.1 (389)	36.1 (389)	106.4 (1,148)
Total	81					2872.8 (30,996)



2.5 Design Precedents - Houses



CGI of design concept for typical Town House

2.6 Design Precedents - Sport Hubs



Clydebank Community Sports Hub



Sheffield Hallam University Sports Park



Gunnersbury Park Sports Hub



Herne Bay Sports Hub

Corstorphine & Wright

Contact us to discuss your project

-  www.corstorphine-wright.com
-  contact@cw-architects.co.uk
-  [corstorphine-wright](https://www.linkedin.com/company/corstorphine-wright)
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Annex 2

Copy of Letter From: Tony Marmo to Petitioner June Tyrrell
Sent: 04/10/23

Dear June,

It was really nice to meet you on the site of Jackey Bakers last week and to discuss what can be achieved on the site in the short, medium and long term. I am writing to you as part of the Council's formal response to the petition received in June 2023. As I stated on site the Council is committed to improving the facilities at Jackey Bakers for football.

In the short term we agreed that:

1. A sign shall be placed on the gates at the entry to the site so that no parking occurs in front of the gates, as this is an access point for emergency services - I have passed this onto the Open Spaces team for action.
2. A review should take place of the number of bins on site as you felt that certain locations required bin provision as people were leaving litter behind due to lack of bins - I have passed this onto the Cleansing team so that a review can be undertaken.
3. New goal posts ordered for pitch 3 as the current goals do not have holes for hooks required to hang the nets from - I have passed this onto the Open Spaces team for action.
4. We discussed the goal mouths in pitches 6 & 7 to see if they can be improved or the pitches rotated as you felt the goal mouths were in a poor state - I have passed this onto the Open Spaces team for action.
5. I shall try to provide a further container for use as a temporary changing facility for teams that are not arriving readily changed, or want to change after they have finished playing. The container will be purely for changing and will not contain showering facilities.

At this point I wanted to thank you for the recognition you made on site about the standard of grass cutting, marking of the pitches and the new goal posts installed. I will pass this onto the relevant team.

I confirmed that in the medium term:

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Annex 2

1. The existing pavilion is no longer fit for purpose and has reached the end of its life span. The Council therefore proposes to demolish the pavilion subject to planning consent and the procurement of demolition services.

2. Once this has been achieved the Council can then put temporary changing facilities on the concrete slab where the pavilion sat and use the services already in place.

I confirmed that in the long term:

1. The Council will explore options for car parking and new permanent facilities at the site. Potential options for funding will also be explored as part of this process.

I trust this is an accurate reflection of our discussions and I look forward to working with you on this subject moving forward.

Kind regards