

SERVICES SPECIFICATION

APRIL 2018

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Introduction

This document sets out the service specifications for the delivery of Housing Management and associated services to Triathlon Home's portfolio at East Village, Stratford, London. The portfolio as at August 2018 is as follows:

- 675 units let at a 'social' rent ["SR"]
- 294 units let at an 'intermediate' rent ["IMR"]
- 351 units sold on shared ownership leases (restricted & unrestricted equity ownership)
- 59 units sold on long leases paying ground rent
- 340 parking spaces

This specification includes the requirements for the following service areas:

- Corporate and general services
- Customer Service/Day to Day Management
- Rents and Service charges
- Repairs and Maintenance
- Allocations and Lettings - Rented Units
- Assignments, stair-casing and mortgage requests
- Provision of information/liaison with Triathlon
- Latent Defects and Warranties

1. Performance Area: Corporate / General Services

1.1. This section outlines the specification for the corporate services required of the Provider. This includes general service requirements that also feature in the dedicated service area sections that follow this section.

Outcome required

- The Provider maintains suitable information management systems and use effective information and communication technology
- The operatives delivering services on behalf of Triathlon are identifiable as working on behalf of Triathlon
- Triathlon can maintain appropriate financial oversight of the contract
- Triathlon receives a sufficient level of information from the Provider that enables it to exercise appropriate oversight of the contract

Scope of Service

Financial

- 1.2. To implement effective financial accounting and record keeping systems.
- 1.3. To prepare an annual budget for all service areas to be signed off by Triathlon. To provide a periodic budget report of income and expenditure. To arrange for the preparation of draft accounts in anticipation of an examination by an independent accountant
- 1.4. To prepare a reserve fund plan relating to cyclical maintenance
- 1.5. Make the required payment for service charges set by the Estate Management Company, and to review these charges to ensure value for money
- 1.6. To make weekly or monthly payment of wages and other invoices
- 1.7. To provide advice on insurance and any other appropriate cover including necessary insurance valuations by an independent third party

Branding

- 1.8. To adopt Triathlon's branding as follows:

- Branded stationery for communication with tenants
 - Housing management staff on site identifiable as Triathlon
 - A branded website for information, enquiries and payments
- 1.9. Customer services agents to identify themselves as Triathlon representatives when answering calls and responding to emails, and through a dedicated telephone number that is identifiable by the Provider's telephony system and through a dedicated email address
- 1.10. To ensure that all the contractors delivering work on site wear identification, uniforms (including high visibility vests where required), however, Repairs and voids contractors will not be required to have Triathlon branding

IT

- 1.11. The Provider will be required to manage the information requirements of the housing management service on their own business applications and will be expected to provide the following functionality:
- Customer relationship management
 - Case management
 - Complaints handling and Ombudsman and Leasehold tribunal challenges
 - Rent accounting
 - Service charge calculation and accounting
 - Income collection including:
 - Card payments
 - Direct debits
 - Housing Benefits/Universal Credit
 - Income recovery including former tenant arrears
 - Allocations
 - Voids management

- Responsive repairs (client side – including appointments)
- Cyclical works
- Servicing and compliance
- Tenancy management
- ASB
- Domestic violence and harassment
- Resident involvement
- Online services including:
 - A modern website which is reviewed and updated at least monthly
 - Rent and service charge payments
 - Setting up DD
 - Rent statements
 - Repairs ordering (including making appointments)
 - Repairs tracking
 - Household details management
 - ASB reporting
 - Complaint reporting
 - Resident involvement
 - Provision of key policies and publications
- General ledger
- Purchase ledger
- Sales ledger
- Purchase ordering
- Invoice processing

- Cashbook
- Electronic documents and records management
- Interfaces to:
 - Choice Based Lettings
 - Housing Benefit/Universal Credit
 - Triathlon website
- GDPR Compliance

1.12. To hold Triathlon properties and tenancies as a separate entity within its systems, ensuring that the systems are configured to apply Triathlon policies.

1.13. Triathlon will define the data required for management purposes, however as a minimum it will require:

- Tenancy / lease details
- Tenancy / lease agreements
- Income and expenditure reports
- Information for preparation of annual accounts
- KPIs (to be agreed but to include lettings, voids measures, repairs measures, income collection and customer enquiries)
- Compliance data

1.14. To provide secure transfer of the data in CSV, Excel or XML format at a frequency to be agreed. At completion or termination of the contract the Provider will be required to return all data to Triathlon

Board support

1.15. To attend Triathlon Board Meetings as and when required, and provide periodic status reports of service delivery, financial, maintenance and legal matters.

- 1.16. To report on significant tenant communications
- 1.17. To keep Triathlon informed of status of agreed actions through regular reports and to report on risk management, fire and health and safety compliance
- 1.18. To carry out an annual self-assessment against the RSH Regulatory Standards

Other

- 1.19. To provide and maintain a database of all residents in line with data protection requirements.
- 1.20. To represent Triathlon at County Court, arbitration and Tribunals.
- 1.21. To ensure appropriate training and compliance with Health and Safety, including fire safety, employment and other relevant legislation.
- 1.22. To review and recommend changes to Triathlon for policies and procedures in line with the review dates in the policy schedule.
- 1.23. To allow access for residents and utility companies to obtain meter reads in the landlord's demise.

2. Performance area: Customer Service/Day to Day Management

Outcome required

- High levels of Resident satisfaction.
- All Units lawfully occupied.
- All necessary action taken to ensure compliance with the terms of the Lettings Documents.
- Compliance with the terms of the S106 Agreement.
- Compliance with the Grant Agreement
- Compliance with the requirements in the Regulator of Social Housing (RSH) “minimum specifications for housing management service standards” and other standards required by the Regulator.

- ‘Digital by design’ service offers

Scope of service

General

- 2.1. To ensure that practices meet the policy standards set by Triathlon.
- 2.2. To ensure that Triathlon’s policy and procedures are and remain fit for purpose, meet legislative, regulatory and good practice requirements, meet requirements in the Grant Agreement and S106 Agreement, address equality and diversity issues and are consistent with contractual requirements in leases and tenancy agreements. Undertaking a periodic review (against an established schedule) and/or updating as and when required by law.
- 2.3. To deal with insurance issues and the administration and monitoring of insurance claims in accordance with insurance procedures agreed with Triathlon and the Estate Management Company.
- 2.4. To have in place a business continuity plan and major incident response plan and review them in accordance with good industry practice.
- 2.5. To demonstrate strong and effective partnerships with other agencies and to have a good understanding of the local community including any local authorities community strategy.
- 2.6. To carry out occupancy audits at least annually to check for unauthorised occupancy and take appropriate action.
- 2.7. To ensure that safe storage systems are in place for keys and that all keys are white labelled.
- 2.8. To assist the Estate Management Company to meet the requirements of the East Village Green Travel Plan.
- 2.9. To alert Triathlon should the Estate Management Company propose changes to the buildings management or maintenance systems that could breach the Secure by Design standards, Section 106 Agreement (Annex 2), Green Travel Plan (Annex 3) or former Code for Sustainable Homes score.

- 2.10. To comply with the requirements of sections 4.25 and 4.26 of the S106 Agreement relating to the production of a customer services charter and service standards.

Communications and Consultation with Residents

- 2.11. To provide all Residents with accurate and timely information using Triathlon branding and correctly explaining the Provider's role as agent of the Landlord.
- 2.12. To keep an up to date master contact schedule giving full contact details of all Residents.
- 2.13. To establish effective and imaginative communications with Residents and the local community using Triathlon branding but signing communications as agent of Triathlon.
- 2.14. To offer and promote a range of ways for Residents to access the service.
- 2.15. To actively canvass Residents views and evidence the improvements made as a result of this consultation.
- 2.16. To produce newsletters for Triathlon's Residents three times a year.
- 2.17. To maintain the Triathlon Web page and provide web based information and service delivery tools for Residents and prospective Residents.
- 2.18. To contribute copy to any Estate Management Company newsletter and website and assist with site specific press releases, events and marketing material including deliveries to Residents of Triathlon information via the on site staff. Costs associated with any delivery of Triathlon information by the Provider to be met by the Provider. The costs and content of any extraordinary Estate Management Company communication to Triathlon residents to be discussed with Triathlon prior to an agreement by Triathlon on funding.
- 2.19. To arrange for Residents to see a management representative in accordance with target times in the Provider's service standards.
- 2.20. To administer the appropriate disputes resolution process including mediation and referrals to the First-Tier Tribunal (Property Chamber). To have a published service standard and issue guidance to residents on its complaint and dispute resolution process, including the right to refer to an LVT.

- 2.21. To consult with Residents on all proposed major changes in housing management or the provision of services in accordance with consultation standards agreed with Triathlon, Applicable Law, Good Practice and the Services Specification.
- 2.22. To implement and annually review a Resident Involvement and Consultation Strategy for approval by Triathlon.
- 2.23. To produce an annual resident involvement impact statement.
- 2.24. To promote a range of opportunities for Resident involvement including residents' associations and attend Resident meetings as required. To co-ordinate the attendance of other stake holders / contractors required at these meetings.
- 2.25. To respond to the diversity of the scheme's Residents to ensure fair and equal access to services and Resident involvement.
- 2.26. To build capacity for resident involvement.
- 2.27. To ensure that translation and interpretation facilities and other document formats (i.e. large print) are readily available with guidance to staff and contractors on how to use them.
- 2.28. To ensure that Residents have access to the Independent Housing Ombudsman Scheme. To respond to complaints in accordance with the complaints procedures agreed with Triathlon ensuring that residents are actively involved in the process.
- 2.29. To have in place quality assurance systems that enable monitoring of agreed and published service standards.
- 2.30. To provide an effective response to "out of hours" and emergency calls 24 hours a day, in accordance with target response times.
- 2.31. To provide and keep up dated contact details including out of hours emergency contacts for the 24 hour cover arrangements.
- 2.32. To ensure that effective systems are in place to link with all the organisations providing services on the Estate especially "out of hours".
- 2.33. To issue performance information to Residents at least annually in accordance with any regulatory and other good practice requirements.

Customer satisfaction, service standards and performance monitoring

- 2.34. To hold and process data in accordance with the Data Protection Act and the General Data Protection Regulations (GDPR).
- 2.35. To collect and monitor Residents' profiles, ensuring information is up to date and sought on the key equality strands. To use these to demonstrate equal and fair access to services.
- 2.36. To collect and maintain records of Residents and forward them to Triathlon on request, subject to Applicable Law including the Data Protection Act 1998 and GDPR, and any subsequent amending legislation and document retention policy agreed by Triathlon.
- 2.37. To ensure compliance by Triathlon residents with the Head Lease covenant regulations and any neighbourhood agreements.
- 2.38. To meet recognised good practices standards and any Regulatory standards.
- 2.39. To involve Residents in reviews of service standards and ensure that service standards are publicised to Residents.
- 2.40. To have in place a methodology for a twice yearly programme of service related customer satisfaction surveys approved by Triathlon and analysed and reported to Triathlon on a six monthly basis.
- 2.41. To evidence how resident feedback is used to inform and improve services.
- 2.42. To produce an annual report for residents on performance by the beginning of October. The first annual report should be produced following the end of the first financial year.
- 2.43. To provide opportunities for and encourage residents to monitor, scrutinise and develop services and performance.
- 2.44. To engage with other Estate landlords to share best practice.
- 2.45. To provide annual information on performance for benchmarking with other agreed Registered Providers or companies approved in the business of providing housing management, tenancy management, housing repairs and other housing services on an annual basis. To compare performance with similar service providers via benchmarking clubs. To be a member of Housemark, or any such other benchmarking organisation as agreed by Triathlon.

- 2.46. To work with the Estate Management Company to ensure compliance with the outcomes of the Health and Safety and Fire plan.
- 2.47. To utilise the existing Triathlon policies and procedures covering all of the Provider's responsibilities and obligations under the terms of this Agreement and to comply with Triathlon's obligations under the Grant Agreement and S106 Agreement. These policies and procedures are to be subject to periodic review by the provider and to be updated in line with any statutory requirements.
- 2.48. To explore and advise Triathlon on funding or grant opportunities that could be used to enhance the service.
- 2.49. To complete all returns required by the Regulator that relate to services provided by the Provider and Estate services, including all information required under the terms of the RSH's minimum specifications for housing management service standards as set out in the Grant Agreement and provide a copy to Triathlon of any such reports.

Procurement and Value for Money

- 2.50. To operate effective services procurement practices in order to obtain value for money and to promote sustainable practices.
- 2.51. To work alongside the Estate Management Company to look at any mutual gains from joint procurement.

Staff and contractors

- 2.52. To be responsible for keeping up to date working protocols with other on site housing management, Estate management and commercial organisations.
- 2.53. To provide sufficient tenancy management staff in the Estate office to meet the requirement in the Estate Management Company Members Agreement.
- 2.54. To ensure that the Provider's staff, agents and contractors comply with the agreed Code of Conduct.
- 2.55. To operate effective systems for enabling access by the Provider's agents and/or contractors to the Blocks so that scope for security breaches are minimised.

- 2.56. To recruit or procure in line with best practice and manage all staff / contractors required to provide the management service.
- 2.57. To have frontline staff who are knowledgeable about the full range of enquiries or who know how to access the necessary information to assist Residents.

Estate and Plot Management

- 2.58. To develop and maintain effective relationships with the Estate Management Company.
- 2.59. To raise any problems relating to Plot and/or Estate management (e.g. repairs parking controls, abandoned vehicles or fly tipping) with the Estate Management Company. Where such problems have been caused by Triathlon's Residents to work closely with Estate Management Company to develop joint strategies to resolve the problem.
- 2.60. To raise with the Estate Management Company all problems over the performance of any contractors or managing agents employed by the Estate Management Company that impact on Triathlon Units and/or residents. To pursue solutions to problems from the Estate Management Company. Where there continue to be concerns over the performance to inform Triathlon and agree with Triathlon a plan for escalation.
- 2.61. To ensure that all Triathlon's Residents are aware of Estate, Plot and Block management policies and procedures, e.g. waste disposal, recycling collection days and to administer any parking permit system put in place by the Estate Management Company in respect of Triathlon's Residents.
- 2.62. To make available to Residents details of all contracts and contractor names (including the Estate Management services). To provide accurate information concerning the dates and scope of each service visit e.g. cleaning contractor's name, when they will be on site e.g. Tuesday and Thursday and what they will undertake during each visit.

- 2.63. To work with the Estate Management Company to develop a published programme of estate inspections and encourage Residents to participate in them. To promote outcomes through resident newsletters.
- 2.64. To notify Triathlon within one working day of any RIDDOR reportable accident on the Plot or in the Block or Unit. To agree formal reporting arrangements with the Estate Management Company.

Anti Social Behaviour and Community Investment

- 2.65. To create effective links with relevant agencies, schools, other stakeholders and the Community Development Trust to develop a sustainable community and support vulnerable residents.
- 2.66. To demonstrate an effective approach to the management and resolution of any anti-social behaviour caused by or impacting on Triathlons' Residents acting at all times in accordance with policy standards agreed with Triathlon and the Estate Management Company.
- 2.67. To develop effective partnerships with the Estate Management Company, Security teams, local police force, Newham's ASB team and other relevant agencies. This to include participation in the Police Ward Panel.
- 2.68. To develop and be signatories to information sharing protocols with relevant agencies.
- 2.69. To provide a service administered by staff with appropriate knowledge of ASB legislation and good practice.
- 2.70. To operate in accordance with the Triathlon approved ASB policy.
- 2.71. To have appropriate staff and financial resources to actively promote and enable access to mediation services as appropriate.
- 2.72. To establish effective links between the provision of ASB services and diversionary activities available through agencies including the Community Development Trust.
- 2.73. To have in place appropriate published service standards to deal with high risk cases including domestic violence and hate crime.
- 2.74. To comply with any government and sector approved standards on ASB.

3. Performance area: Rents and Service charges

Outcome required

- Maximisation of income collected.
- Operation of an effective arrears control policy and procedure.
- Timely, effective and compliant consultation and communications with Residents on rents, service charges and ground rents.
- Provision of on-line facility for residents to make payments and to review accounts.
- Effective accounting and record keeping arrangements in place

Scope of service

Service Charges

- 3.1. To advise Triathlon on the acceptability and affordability of Service Charges proposed by the Estate Management Company.
- 3.2. To scrutinise Estate Management service costs to monitor value for money and service delivery in line with the budget for estate service charges and alert Triathlon of any concerns.
- 3.3. To advise on the impact of any Estate Management Company proposals to change services specifications on service charges and affordability.
- 3.4. To liaise with the Estate Management Company over service provision and Lease Service Charges.
- 3.5. To produce annual service charge budgets and cash flow projections for approval by Triathlon.
- 3.6. To produce Service Charge Accounts for the Units for approval by Triathlon. To provide a customer friendly service charge budget statement.

- 3.7. To consult with Residents on services in accordance with all Applicable Law, Good Practice, the terms of the Lettings and Lease Documents and the obligations of the Provider under this Agreement.
- 3.8. To notify Residents of changes to service charges in accordance with Applicable Law, Good Practice, the terms of the Lettings and Lease Documents and service charge procedures approved by Triathlon.
- 3.9. To represent Triathlon's interests at First Tier Tribunals and other Higher Courts if necessary.
- 3.10. To clearly explain to Shared Ownership, Shared Equity Residents, Open Market Residents and any other leaseholders what is covered in the Management Fee, Plot charges and Block Charges.
- 3.11. To clearly explain service charges breakdowns for Social Rented Residents.
- 3.12. To collect accurate information on costs and services that can be used in discussion with Triathlon and in consultation with residents to decide upon priorities and to strategically manage resources.

Rent Setting

- 3.13. To provide comments to Triathlon and advise as necessary on rent setting and rent increases.
- 3.14. To set and administer rent increases in accordance with rent setting procedures approved by Triathlon and in accordance with Lettings Documents conditions.
- 3.15. To comply with legislation, good practice, and other regulatory requirements when setting rents and administering rent increases.

Rent and Service Charge Accounting

- 3.16. To operate an effective rent and service charge accounting system including individual service charge accounts for each Unit (and rent accounts where applicable) that separately record rent and service charge, ground rent, court costs, parking charges, store rental and any rechargeable repairs or other debts.
- 3.17. To pay all rent and service charge income and income received for other charges received into the Triathlon Rent Account.

- 3.18. To have systems in place that can charge interest on late payments in line with the Lease terms.
- 3.19. To issue quarterly rent and service charge statements to Residents within 25 working days of the end of the quarter.
- 3.20. To account to Shared Ownership, Shared Equity Residents and Open Market Residents on service charges in accordance with legislative and industry standard good practice requirements.

Income recovery

- 3.21. To offer a flexible and cost effective range of payment options including the provision of the option to make payments online. To promote direct debit and also offer other methods to best meet Resident need and to maximise ease of income collection.
- 3.22. To minimise and prevent arrears by ensuring that Rent and Service Charge accounts are set up in advance of the commencement of the Lettings Document for each Unit.
- 3.23. To implement payment on tenancy signup for Social Rent and Intermediate Rent Units and on Service Start Date for Shared Ownership and Shared Equity Units in accordance with agreed policies.
- 3.24. Proactively signpost service users to other agencies that can assist with maximising income and/or provide debt support.
- 3.25. To work with the relevant support agencies to ensure that Residents have access to appropriate support, advice and legal representation where appropriate.
- 3.26. To generate effective liaison with the Local Authorities' Housing Benefit service and /or Universal Credit service and commit to attending liaison meetings at least quarterly with the Benefits service or with any agency that may replace it.
- 3.27. To collect all Rent and Service Charges and any other charges due to Triathlon for all Units including former tenant arrears.
- 3.28. To collect charges for any parking bays and stores let by Triathlon.
- 3.29. To take prompt enforcement action in respect of any arrears of rent, service charges and any other payments due from Residents under the Lettings Documents and seek

to prevent such arrears from becoming serious by implementing robust arrears monitoring and recovery procedures.

- 3.30. To issue Notices of Seeking Possession and s21 notices, instigate court action and manage evictions.
- 3.31. To have robust case management systems in place to deal with arrears and create good working relationships with local Courts.
- 3.32. To recommend to Triathlon the writing-off of former tenant arrears where it is demonstrated that collection is not possible in accordance with agreed policy and procedure.

4. Performance area: Repairs and Maintenance

Outcome required

- Triathlon's statutory and contractual repairing duties as landlord are met.
- High levels of Customer satisfaction.
- Statutory health and safety requirements are met at all times.
- All programmed maintenance and replacements carried out in accordance with the agreed programme and within budget.
- All repairs to voids carried out to a good standard and within agreed target timescales.

Scope of the Provider's service

General

- 4.1. To notify the Estate Management Company promptly of any additional repairs and/or replacements internal or external maintenance works required to the Block, Plot or the Estate which have not been included in the approved annual service charge budget and repairs programme.
- 4.2. To work to and publicise service standards agreed with Triathlon.

- 4.3. To operate in accordance with relevant legislation, regulatory requirements, Triathlon's procurement strategy and good practice in the procurement of repairs contracts.
- 4.4. To prepare an annual budget for all maintenance of the Units for approval by Triathlon
- 4.5. To procure all necessary repairs and maintenance contracts in accordance with sector requirements and industry best practice. To enter into all necessary contracts by the Service Start Date.
- 4.6. To deal with consultation (including S20) relating to all Life Cycle Works, planned and cyclical maintenance and replacements for all elements of the Block and the Units and ensure access is provided for contractors.
- 4.7. To monitor the performance and standards of work of repairs contractors carrying out repairs to the Units through the carrying out of post inspections, monitoring performance, information and response times, ensuring service frequencies are adhered to, and through feedback mechanisms from Residents, only approving payments for work where it meets the required service standards.
- 4.8. To monitor the performance and standards of work of contractors carrying out repairs to the Block and Plot and raise any concerns with the Estate Management Company.
- 4.9. To keep full records of all maintenance and repairs undertaken to the Units and the cost of each repair and to retain the records for a minimum period of twelve years.
- 4.10. To oversee that safe working practices are adopted by its contractors working in the Units and whilst on the Estate, including all required risk assessments and method statements.
- 4.11. Ensure that all service schedule information, required certifications and testing data is in place and accurately reported and available.
- 4.12. To respond to all requests from Residents seeking consent to carry out repairs or improvements to their Units in accordance with agreed procedures.
- 4.13. To administer any right to repair, tenant cash back scheme for repairs or similar initiative and monitor that repairs have been completed to an acceptable standard

4.14. To identify any repair work not due to normal wear and tear, building defect or component failures and to invoice the tenant for any damage caused by them including substandard repairs carried out by Residents or the costs of any abortive call out costs.

Responsive Maintenance and programmed maintenance to the Units

- 4.15. To provide a responsive repairs service for all repairs that are the responsibility of Triathlon under the terms of the Lettings Documents.
- 4.16. To procure and have in place maintenance contracts for all components of the Units that require regular testing, servicing and or maintenance and monitor that works are carried out to acceptable standards, with information to be provided by Triathlon from their OM system.
- 4.17. To procure and have in place contracts for all other responsive and programmed maintenance work to the Units
- 4.18. To have effective systems in place to deal with rechargeable repairs.
- 4.19. To provide a 24 hour service to respond and make safe emergency repairs.
- 4.20. To record and provide Residents with a job number and appointment time and date for all repairs that are the responsibility of Triathlon under the terms of the Lettings Documents.
- 4.21. To ensure that contractors provide a flexible Resident focussed repair appointment service including on-line booking facility.
- 4.22. Provide an open and accessible repairs service providing opportunity for people to access and receive the service in a range of ways that are accommodating for people with disabilities, vulnerabilities and non English speaking households.

Life Cycle Works and Decent Homes requirements.

- 4.23. To keep up to date stock condition data (internal demise only) and provide a recommended programme and budget for all Life Cycle Works, for approval by Triathlon and to manage this programme.

- 4.24. To procure all necessary contracts required to meet the Life Cycle Works Programme in accordance with procurement procedures agreed with Triathlon.
- 4.25. To manage all Life Cycle Works contracts for an additional fee.

Repairs to voids

- 4.26. To have in place robust procedures to minimise void loss.
- 4.27. To carry out inspections of void Social Rented and Intermediate Rented Units and carry out all repairs in accordance with the Lettings Standard.
- 4.28. To identify separately any repair work not due to normal wear and tear, building defect or component failures and to invoice the out going tenant for any damage caused by them including substandard repairs carried out by Residents in line with agreed Resident Recharge Policy.
- 4.29. To instruct an independent valuer to, amongst other things, carry out inspections of Shared Ownership Units or Shared Equity Units prior to staircasing or assignments to ensure that the Resident has complied with their repairing responsibilities under the terms of their Lease.

Aids and Adaptations for Social Rented Units and Intermediate Rented Units

- 4.30. To propose and agree with Triathlon a budget for the provision of a responsive service to adaptations, currently set at £20,000 per annum.
- 4.31. To procure contractor services for aids and adaptations, working in collaboration with the local authority's occupational health team as appropriate.
- 4.32. To procure contractor services for the annual maintenance check of internal lifts (and other items that require regular maintenance).
- 4.33. To have procedures in place to capture demand and efficiently manage service requests.
- 4.34. To have processes in place to secure funding for higher value adaptations.
- 4.35. To explore housing options for the rehousing of residents where adaptations proves unfeasible and work with other agencies to support the resident.

Plot, Block and Estate Services

- 4.36. To provide an effective system for dealing with Triathlon Residents reports and queries concerning repairs to the internal and external common parts that are the responsibility of the Estate Management Company.
- 4.37. To develop and agree with the Estate Management Company service levels for all Block, Plot and Estate services and promote them to Residents.
- 4.38. To monitor the Estate Management Company's compliance with any agreed performance indicators relating to repairs and maintenance of the Blocks and Plots within which Triathlon has Units and to attend regular liaison and monitoring meetings with the Estate Management Company
- 4.39. To negotiate with the Estate Management Company revisions to performance indicators if the performance targets agreed with the Estate Management Company fall out of line with targets within the industry.
- 4.40. To ensure that Triathlon's Residents are clear on the procedures for reporting repairs and defects.
- 4.41. To monitor the effectiveness of the out of hours service provided by the Estate Management Company.
- 4.42. To provide the Estate Management Company with emergency contact numbers of staff employed or other relevant parties who are authorised to deal with out of hours emergencies.
- 4.43. To lead on all Resident consultation required relating to repairs and maintenance ensuring appropriate involvement from the Estate Management Company when repairs and maintenance are required outside the demise of the Units.
- 4.44. To monitor the standards of communal services such as cleaning, gardening and pest control. To raise any concerns with the Estate Management Company. To pursue with the Estate Management Company solutions to the problems, escalating the matter to Triathlon where necessary.
- 4.45. To ensure that Residents are routinely consulted about the performance of contractors.

- 4.46. To ensure that Residents have clear information on respective responsibilities for repairs and maintenance including any parking bays and stores.
- 4.47. To notify Triathlon within one working day of receipt of a statutory notice relating to repairs that are Triathlon's responsibilities under the Lettings Documents and to provide a copy of such notification together with a report on action required to comply with the notice; a timetable to carrying out the action; and estimated costs of compliance.
- 4.48. To carry out with the Estate Management Company regular monthly repairs and maintenance and health and safety inspections of internal and external common parts. Where breaches in health and safety result from a failure of Triathlon's Residents or the Provider's or the Estate Management Company's staff or contractors to take all steps necessary to remedy the breach and to alert Triathlon of any serious failing.
- 4.49. To set up and administer a recharge system where damage is done to Block or Plot common parts by a Triathlon Resident, their visitors or the Provider's contractors.
- 4.50. To provide opportunities for Resident feedback on the quality of services provided.
- 4.51. To consider draft programmes prepared by the Estate Management Company relating to life cycle and other programmed works and make recommendations to Triathlon on their acceptability. To advise Triathlon on whether any elements of such programmes need to be brought forward and on the acceptability of any deferrals proposed by the Estate Management Company.
- 4.52. To report to Triathlon any concerns on the standard of life cycle works carried out by the Estate Management Company to the Blocks and Plots containing Triathlon Units.
- 4.53. To notify the Estate Management Company promptly of any additional internal or external maintenance works required to the Blocks and Plots which have not been included in the annual service charge budget and repairs programme.

5. Performance Area: Allocations and Lettings - Rented Units

Outcome required:

- Compliance with the terms of the Nominations Agreements and/or Service Level Agreements with the Local Authority and the Greater London Authority, East London Sub-Regional Nominations Protocol, the Grant Agreement and the S106 agreement.
- Compliance with the Triathlon Lettings Strategy and any Local Lettings Plan adopted.
- Market rent level assessments completed each month so that IMR units are re-let in line with Rent setting policy.
- Voids turnaround and reletting within target timescales.
- Customers satisfied with lettings service and condition of property.
- Completed voids meet the Lettings Standard.

Scope of the Provider's Service

General

- 5.1. To operate in accordance with allocations and letting procedures approved by Triathlon.
- 5.2. To review each nominee qualifying for an Assured Periodic Tenancy and determine whether the nominee should also be subject to a Probationary tenancy.
- 5.3. To manage and review Starter and Probationary tenancies in accordance with Triathlon's Starter/Probationary Tenancy Policy
- 5.4. To inspect all Social Rented and Intermediate Rented Units prior to vacation by the Resident or in the case of abandonment, death, or other circumstances that absolutely prevent access prior to vacation, to inspect within one working day of regaining possession.
- 5.5. Where necessary to liaise with occupational therapists over any disabled adaptations requirements.
- 5.6. To commission repairs to void Social Rented and Intermediate Units and ensure that they are completed within target timescales, to meet the agreed Lettings Standard for tenancy types.

- 5.7. To ensure that the Lettings Standard covers all health and safety and other regulatory requirements.
- 5.8. To work to the nominations protocol agreed with the Local Authority, the Greater London Authority and the east London sub-region on the letting of Social Rented Units and Intermediate Rented Units.
- 5.9. To review each nominee qualifying for an Assured Periodic Tenancy and determine whether the nominee should also be subject to a Probationary tenancy.
- 5.10. To ensure that the Social Rented Units are tagged to the correct borough and with the GLA and provide data to the Sub Region for future lettings.
- 5.11. To work with other agents in accordance with Grant Agreement Requirements to source eligible applicants for Intermediate Rented Units.
- 5.12. To ensure that all vulnerable clients are provided with support as can be practicably offered and put in place or secured from relevant third parties to ensure that their tenancy is sustained.
- 5.13. To advise applicants of their options for rehousing in line with the Triathlon's Allocations Policy, including options to move to/or buy into other tenures and carry out all lettings administration.
- 5.14. To seek nominations for vacant homes subject to the Nomination Agreements in place with the Local Authority and the Greater London Authority and to seek applicants for vacant homes in line with Triathlon's Allocations Policy and to let all such vacant homes. To ensure that all new Residents are aware of their responsibilities in relation to utility supplies and Council Tax.
- 5.15. To ensure all new Residents are aware of their responsibilities in relation to internal and external repairs for their tenancy.
- 5.16. To ensure that all Residents are aware of opportunities to participate.
- 5.17. To administer Council Tax payments and other utility costs due on void properties where Triathlon is liable.
- 5.18. To arrange and carry out nomination interviews and to assess the risks, including financial, of each new letting.
- 5.19. To take account of welfare legislation when assessing new Residents for letting ensuring that the rent is affordable.

- 5.20. To arrange accompanied viewings for Social Rented Units and Intermediate Rented Units.
- 5.21. To sign up every new Resident, ensuring they are granted and receive an appropriate Tenancy Agreement and that they receive information on landlord services in the form of a Residents Handbook. To issue Tenancy Agreements as required by the tenure type and the Lettings Strategy using the Tenancy Agreement approved by Triathlon for each tenure. To sign up new tenants for the district heating system.
- 5.22. To ensure that the Residents Handbook is also available on the residents' page of Triathlon's website.
- 5.23. Subject to data protection requirements, share new Resident data with neighbourhood management services including support needs and risks.
- 5.24. To ensure that new Residents have a clear explanation on how to operate heating, ventilation and any other equipment provided in the Units.
- 5.25. To administer mutual exchange requests using the preferred mutual exchange provider(s) approved by Triathlon.
- 5.26. To take meter readings at the start and end of every void period and process and pay for any supplies used during the void period.
- 5.27. To complete CORE returns and any other returns required by the local authority and other bodies such as the Regulator.
- 5.28. To commission monthly market rent level assessments from a member of Royal Institute of Chartered Surveyors and to review Rent levels in line with Triathlon's Rent and Service Charge policy before each re-let.

Additional responsibilities for Intermediate Units:

- 5.29. To market and advertise all Intermediate Rented Units..
- 5.30. To administer and account for deposits (if any) in line with Triathlon policy and register with an approved deposit protection scheme.
- 5.31. To sign up every new Resident with an Inventory completed to itemise the condition of the Unit and goods provided at letting.

- 5.32. To complete pre-vacation inspections on all Units to ensure that any damage is notified to the vacating Resident and agreed to be paid for from deposit funds.
- 5.33. To assess repairs needed that are Resident's responsibility at end of tenancy and ensure any costs are deducted from deposits if repairs are not done by the end of the tenancy.
- 5.34. For IMR Fixed Term Tenancies to revalue and rebase the rent to market values in line with Triathlon's Rent Setting Policy prior to the end of each fixed term contract (no earlier than 3 months before the estimated date of new letting).
- 5.35. To make contact with existing residents and offer a new tenancy agreement with the revised rent before the fixed term expires no later than month before fixed term ends.
- 5.36. To issue new tenancy agreements where existing tenants accept a new tenancy on the revised rent.
- 5.37. To issue accelerated possession hearings for those tenants that decide not to sign a new tenancy agreement and do not agree to leave by consent.
- 5.38. To process and manage all warrants for Bailiffs and attend all evictions as necessary.

Additional responsibilities relating to use of Social Rent Fixed Term Tenancies

- 5.39. To assess all nominees and decide whether an Assured Periodic Tenancy or a Social Rent (fixed term) Tenancy should be issued. This process is to include an assessment of the nominee's vulnerability in line with Triathlon's Tenure Policy (Social Rent).
- 5.40. To collect and store evidence and documentation to support the decision process.
- 5.41. To advise nominees of the decision to:
 - a. award either an Assured Periodic or Fixed Term agreement; and
 - b. provide information on the appeals process should the nominee disagree with the decision.
- 5.42. To handle any appeals on the decision of Triathlon Homes to issue either an Assured Periodic or Fixed Term agreement.

Renewal/ending of Social Rent fixed term tenancies

- 5.43. To contact the tenant with a Social Rent (fixed term) Agreement normally 18 months and not less than 6 months before the end of the fixed term.
- 5.44. To review the conduct of the tenancy in line with Triathlon's Tenure Policy (Social Rent) and determine whether or not the fixed term should be renewed.
- 5.45. To advise the tenant in writing of the decision to renew or end the tenancy and to state the reasons for this decision not less than 6 months before the fixed term is due to end.
- 5.46. To offer advice and assistance on alternative housing options to those tenants whose fixed terms will not be renewed.
- 5.47. To issue a two month notice (Section 21 of the Housing Act 1988 as amended by the Housing Act 1996) seeking possession to all fixed terms no later than 2 months before the tenancy is due to end.
- 5.48. To issue a new agreement to those tenants whose tenancy is being renewed to include re-based rents as permitted by the Grant Agreement/funding guidelines.
- 5.49. To seek possession and follow due process to end the fixed terms of those on notice to leave.
- 5.50. To manage and hear appeals against Triathlon's decision to end the tenancy.

6. Performance Area: Assignments, stair-casing and mortgage requests

Outcome required

- Efficient and timely administration of all stair-casing and assignment requests from Shared Ownership and Shared Equity Residents.
- Efficient and timely administration of remortgage requests.
- Efficient and timely administration of improvement or alteration requests.

- Compliance by Shared Ownership and Shared Equity Residents at the time of any assignment with all repairing covenants contained in their Shared Ownership or Shared Equity Lease.

Scope of service

- 6.1. To instruct within 10 Working Days a RICS accredited valuer to inspect and value a property upon receipt of a resale/stair-casing application. To complete valuation in line with the provisions within the lease
- 6.2. To ensure that any such leaseholder has complied with his or her repairing obligations under the terms of his or her lease prior to any stair-casing or resale activity.
- 6.3. To assess requests from Shared Ownership and Shared Equity Residents for mortgage or re-mortgage approval in accordance with the agreed Client eligibility criteria where consent is required under a lease.
- 6.4. To liaise with and deal with queries from purchasers, solicitors and others involved in the assignment and/or stair-casing process.
- 6.5. To provide information on Service Charge levels, restrictions etc for sales and marketing information.
- 6.6. To carry out all administration relating to changes in Shared Ownership and Shared Equity Residents and Open Market Residents including closing old accounts, creating new accounts and setting up new direct debits.
- 6.7. To set and administer schedule of fees for assignment, stair-casing, re-mortgage services, request to alter and other ownerships related transactions. Such fees to be set in accordance with and benchmarked against other providers and HE guidance.
- 6.8. To instruct and administer legal work including Consents, Sealing etc as directed on behalf of Triathlon in accordance with the assignment, staircasing and mortgage requests procedures.

7. Performance area: Provision of information/liaison with Triathlon

Outcome required

- To maintain a good working relationship with Triathlon.
- To meet Triathlon's requirements for reporting.

Scope of service

- 7.1. To provide Triathlon with quarterly Performance Reports in such form as Triathlon may reasonably require as notified to the Provider from time to time.
- 7.2. To complete the Performance Reports in accordance with the following provisions and the guidance notes annexed to the Performance Report and in particular:
 - The Provider shall record in the "Actual Service Level" column of the Performance Report the level of its performance for the Reporting Period in respect of each Performance Standard.
 - If the Provider has failed to meet a Performance Standard during the Reporting Period the Provider shall record the number of Service Default Points attributable to that Performance Standard in the column of the Performance Report headed "Default Points scored in the Reporting Period" alongside the corresponding Performance Standard.
 - The Provider shall not be required to make an entry in the Performance Report in relation to any Performance Standard that the parties have agreed is not relevant to the Services provided by the Provider and/or where the Provider has not been required to perform a particular Service in the Reporting Period.
 - The Provider shall keep a record of all Service Defaults and Service Default Points as part of the Performance Report.
 - Each Performance Report shall be signed off by the Provider's Representative as being a true record of the Provider's performance in the Reporting Period.
- 7.3. To meet with Triathlon according to the timescales set out in this Agreement.
- 7.4. To notify Triathlon and the Estate Management Company of all insurance claims in respect of the Properties in accordance with Triathlon's insurance claims procedures.

- 7.5. To provide Triathlon with evidence of insurance cover for all insurances which are the responsibility of the Provider under the terms of this Agreement.
- 7.6. To provide all monitoring information required by the Local Authority, the RSH, and other regulatory bodies.

8. Performance Area – Latent Defects and Warranties

Outcome required:

- On-going review of data from repairs and maintenance work to identify any systemic failures that need to be addressed as latent defects.
- To make use of warranties where required

Scope of Service:

- 8.1. To provide access to empty Social Rented Units to the developer and their agent.
- 8.2. After the end of the Defects liability period to notify Triathlon of any issues the Provider considers may be latent Defects.
- 8.3. To ensure that where warranties are in place these are called upon for the completion of relevant works.