

WILTSHIRE EXTRA CARE SCHEME

- ELIGIBILITY CRITERIA
 - NOMINATION
 - ALLOCATIONS
 - IN GENERAL

FOR PROPERTIES PROVIDED AS EXTRA CARE HOUSING SCHEMES OWNED BY RIDGEWAY COMMUNITY HOUSING ASSOCIATION

Note: This agreement is written at a time when Kennet District Council and Wiltshire County Council are merging to a Unitary Authority. For the purpose of this agreement the time while this possible merging is taking place, Council(s) refer to both Kennet District Councils Housing Department and Wiltshire County Councils Adult Services Department jointly.

DOCUMENT CONTENTS

	<u>PAGE</u>
1 Eligibility Criteria	3
1.1 Housing Eligibility Criteria for Nomination	3

1.2	Social Care Eligibility Criteria for Nomination	3
1.3	Association's Eligibility Criteria for Nomination	5
2	Nominations	9
2.1	General	9
2.2	Selection of Suitable Applicants for Nomination	10
2.3	Nomination Process	11
3	Allocations	13
3.1	The Allocations Panel	13
3.2	Representations by Unsuccessful Applicants	14
3.3	Holding of Void Properties	14
4	General	16
4.1	The Associations General Responsibilities	16
4.2	Adaptations	16
4.3	Agreement Status	16
4.4	Monitoring	16
4.5	Review	17
4.6	Disputes	17
4.7	Termination	17

SECTION 1 - ELIGIBILITY

1.1 HOUSING ELIGIBILITY CRITERIA FOR NOMINATION

1.1.1 Applicants must qualify under the Council(s) Sheltered Housing Allocation policy and fulfil the Councils criteria for being placed on the Housing Register.

1.2. SOCIAL CARE ELIGIBILITY CRITERIA FOR NOMINATION FOR RENTED HOMES

1.2.1 Applicants must be aged at least 60 years or over and will generally be households without children (unless, for example, the second generation person is also an older person¹).

We will consider applicants under 60 with a disability which will be subject to consent from the Council's planning department as an exception to the client group specified in the original planning application.

and

have been assessed by the Social Services Department in accordance with Section 47 of the National Health Service and Community Care Act 1990 and as a result have assessed care needs which can be appropriately met by the provision of care in an extra care housing scheme

1.2.2 Applicants suitable for nomination will fall within a level of need in accordance with the Council(s) eligibility criteria for community care services

1.2.3 Applicants should be capable of benefiting from the extra services offered by extra-care housing rather than sheltered housing.

1.2.4 Successful applicants will have at least some of the following needs/characteristics and whose present living situation may no longer be suitable because care and other related issues cannot readily, practicably or economically be provided:

- a) Physical need for provision of a higher level of support than can be provided through existing services.
- b) Medical need as assessed by General Practitioner or Consultant or nursing assessment as part of comprehensive care management assessment
- c) Requirement for extensive adaptation etc to existing property due to their disablement or have personal and social care needs that cannot be met in an individual's home

¹ Second generation age acceptance will be by discussion on a case by case basis.

- d) Needs arising where the level of provision of services is already high but entry to the extra care scheme can prolong independent living and enhance their quality of life
- e) An ability to have their personal care needs met by the Council(s) or have the means to purchase this privately.
- f) Health care needs which can be met by the Primary Health Care Team and other community health services
- g) A need for assistance with medication – this must be clearly identified as part of the care required and the Medication policies of the Council(s), Health Trust and Association shall apply.
- h) Need for improved housing conditions as a result of illness or disability in addition to the need for support and care services provided by the scheme
- i) A realistic chance of continuing to live independently (or returning to independent living if already in an institutional care setting) providing appropriate support and care is available.
- j) The needs of carers who care for a prospective tenant will also be considered within the eligibility/allocation process. This will not, by virtue of the prospective tenant moving into Extra Care alone, include the re-housing of those who are the carers.
- k) Applicants suffering from depression and/or the effects of isolation and/or mental health problems will also be accepted however points 1.2.3 and 1.2.4(i) should be carefully considered and concluded to be applicable and achievable.

1.2.5 The Council(s) would wish to offer priority to those eligible applicants who have a local connection to the appropriate Council Area(s).

1.2.6 It is recognised that tenants may need flexibility in the provision of care services and that tenants care needs will change over time. At any point where people are experiencing difficulties sustaining their lifestyle and the levels of care are impacting on the scheme, a case conference with Social Services and the tenant and/or their family/representatives will be called.

1.2.7 Applicants may require specific nursing care. The Applicants will be considered subject to that nursing care being available from the normal Community Nursing Services.

1.3. ASSOCIATION'S ELIGIBILITY CRITERIA FOR TENANCY

All nominations and referrals received must fit within the following criteria to be eligible for Extra Care Housing with the Association;

1.3.1 The prospective tenant must be 60 years or over or with a disability (subject to consent of the Associations Head of Supported Housing who would submit the relevant documentation to the appropriate Housing Authority Planning section if necessary)

and

have a need for Support and/or Care as assessed by Social Services (or by Ridgeway Community Housing Association if Social Services unable to provide an assessment)

and

require and agree to accept at least the minimum level of service offered within the scheme

and

the level of support and/or care required is not greater than that which can be offered and sustained within that scheme. The level of this support and/or care would not seriously undermine the association's (or service providers) ability to support and/or care for other residents within the scheme.

and

agree to enter into a Support and/or Care Plan and take part in periodic reviews of that plan

and

need the facilities offered by an Extra Care housing scheme, which are not available in other types of sheltered housing

1.3.2 Any application for Extra Care housing received by the Association will be checked for Former Tenant Arrears. Any application submitted found to hold a known debt with the Association for any repair work, void clearance or

tenancy matter, or with any other Registered Social Landlord or Local Authority landlord, will not be accepted for re-housing unless

- There has been a payment plan in place and a reasonable amount of payment of the debt has been achieved over the previous three month period² (or otherwise as defined by the Associations current arrears policy)
- In exceptional cases (eg where minimal Court Orders are in place) then the Head of Supported Housing will reach agreement with the Care Services Director. Subject to the Associations current arrears policy it should be noted that this agreement may require Board approval

1.3.3 Any former tenant traced in this way will be pursued in accordance with the Former Tenant Arrears procedure.

1.3.4 Should an applicant or nominee be found to have a recent history of severe anti social behaviour such as:

- Conviction of violence, assault, arson, hard drug dealing or possession, possession of firearms,
or
- Have been previously evicted for anti-social behaviour,
or
- Currently under an ASBO

Their case will be considered on an individual basis, and will include a full risk assessment and the need to promote community sustainability. The above list is not exhaustive but indicative.

1.3.5 In the event of a Schedule 1 offender (eg: convicted paedophile) being nominated, a multi-disciplinary case conference approach must be taken, inviting representatives of the Police, Probation, Social Services, Sarsen

² When Homes 4 Wiltshire is operational then this three month period will amend to six (6) months

and/or Ridgeway Housing Association, Health and the Local Authority to arrive at a collective decision following full risk assessment.

1.3.6 Applicants with pets will only be allocated property if the property is considered suitable (e.g. – it has its own entrance and garden area for sole use of that dwelling.) Pets will be considered under the following conditions

- The applicant has a well established pet which the applicant cannot re-home

and

the pet is risk assessed by the Scheme Manager and is considered as compatible with other animals in the vicinity

and

the pet assessment shows that the pet is easily controlled by its owner and not a trip hazard to others

and

the applicant clearly understands that the pet will not be allowed in the communal areas unless the pet is an assistance dog

and

the applicant understands that they are responsible for clearing up any mess that the animal makes.

and

the applicant must agree that the pet will not be replaced on its death or when a pet has been re-homed

and

the applicant ensures that there is a substantial plan in place for the pet to cover the applicants hospital admission or other event. The applicant will agree that they will be responsible for any fees incurred on their behalf for the pet whilst they are not at home which may, for example, include the placing of the pet in a boarding kennel, vet fees etc..

and

the applicant agrees to arrange for the alternative homing of the pet if the arrangement is unsuccessful.

These rules will be relaxed a little in the case of Guide/Hearing dogs for people with disabilities providing the scheme and support can accommodate these dogs.

1.3.7 The Association has the right to refuse an applicant if:

- After carrying out a risk assessment, it considers that the applicant is likely to place anyone, including other residents, staff and/or neighbours at risk;
- If the individual shows a pattern of drug and/or alcohol misuse and/or dependency which has not been resolved or there is no prospect of change;
- It considers that the client requires more support than would be available within the scheme and therefore, the tenancy would not be sustainable;
- The risk assessment identifies that the applicant has support needs which are greater than those available at the scheme.
- The applicant is currently in breach of a tenancy agreement where the breach is not related to more support being required.

1.3.8 The Association will also take into account:

- The scheme's capacity to meet the customers care needs
- Level of housing need as determined by the Council
- The needs of any carer
- How the move would improve the customers quality of life
- Suitability and financial implications of customers alternatives to extra care housing
- Extent of medical need to move to Extra Care housing
- Whether customers are already in receipt of care from Wiltshire Social Services
- Priority on the Councils waiting list
- Whether customer downsizing from other Housing Association property

1.3.9 When offering tenancies the Association will take into account the overall scheme community balance including such considerations as:

- Community stability

- Age profile of residents (while avoiding 'ageism')
- Special needs
- Local Black & Minority Ethnicity (BME) composition care provision available

1.3.10 Allocations for letting the scheme will be based on the following criteria;

- Approx one third of residents will, with a minimum initial input of support and care, be able to achieve an outcome of being able to show and retain an increased level of personal, social and physical enjoyment of the opportunities that living with less isolation and more stimulus and support should facilitate.
- Approx one third of residents will have a level of needs totalling between 4 and 10 hours support and care combined. Residents within this group should be able to retain a reasonable level of personal, social and physical enjoyment of the scheme with the support and care provided
- The remaining one third of tenants will have a high level of care 10 + hours personal care in addition to very low level, periodic only, or nil support needs. This group will, however, be able to participate in whatever opportunities that the scheme offers periodically with some assistance from support or care staff.

1.3.11 All of the above criteria will be measured through Outcomes Based Support and Care Planning and will be monitored through the usual Support and Care monitoring mechanisms such as the Outcomes Monitoring process for the Supporting People program.

1.3.12 Individuals from any of these categories of care needs may also require specific nursing care, which will be provided by normal Community Nursing Services.

1.3.13 All vacancies will be advertised in accordance with the Choice Based Lettings agreement relevant at the date of advert unless reserved under the criteria set out by Council or the Associations policy.³

³ As at September 2008 all vacancies are being advertised

SECTION 2 - NOMINATIONS

2.1 Nomination Principles

The Association and the Council(s) support the following principles which shall govern the nominations process as more fully described below:

- 2.1.1 Applicants for nomination must be ordinarily resident in the appropriate Council(s) area or have a local connection as defined in the Housing Act relevant on the date of application and meet all Association, Housing and Social Care criteria. Applications will be considered for those who have no local connection with any area as guided by the Housing Authority relevant at the date of application
- 2.1.2 The Council(s) acting both as Housing Authority and a Social Services Authority will assess applicant's needs against those Criteria
- 2.1.3 The Association and the Council(s) recognise the importance of the timing of access to the Scheme not only at the early stages of problems being experienced by older people but also when coming out of hospital after a long term illness and accordingly will endeavour to ensure that wherever possible applicants enter Extra Care Sheltered housing at an optimum time to them.

2.1.4 New clients

The Association lets properties to new residents as Starter Tenancies for a period of one year. On completion of the first year's occupation (or prior to this if need be) then an assessment will be carried out to establish the following:

- The applicants suitable management of their tenancies including matters relating to arrears and other management items
- The ongoing need for Extra Care facilities within the scheme

If both the above points are assessed and established as acceptable to both the Association and the tenant then the Starter Tenancy will be promoted to an assured tenancy within the meaning of Part III of the

Housing Act 1988 (or any statutory modification or re-enactment thereof). Alternatively the Association may change or modify this requirement in accordance with its tenure policy applicable at the time of the letting start date.

If either of the points are not agreed as acceptable to either then the Associations staff will work with the tenant to identify options that are acceptable to both parties. This might, for example, be to initiate a payment plan for rent arrears, or helping the applicant to access other housing. In this instance then the terms and conditions of the Starter Tenancy will remain in place until the conditions for both parties are acceptable or alternative accommodation is found.

Existing tenants - transferring

All existing tenants who are transferring to Extra Care will be granted a tenancy equal to the status of the tenancy that they are vacating immediately prior to accessing Extra Care.

- 2.1.5 In selecting tenants on the basis of their care needs the Council(s) will nonetheless have regard to the desirability of offering tenancies to individuals who whilst falling within the overall criteria for entry to the scheme do among them have a range of care needs giving a balanced tenancy profile and a mixed level of dependency for the scheme.

2.2 SUITABLE APPLICANTS FOR NOMINATION

- 2.2.1 Applications will be received in the first instance by the Council(s) and assessed according to the social care and housing criteria as applicable. If applicants fail to meet either Housing or Social Care criteria then the application will be turned down and the applicant will be so advised by the Council(s).

- 2.2.2 Where applicants meet both Housing and Social Care criteria:

- These applicant(s) will be nominated to the Association as and when a suitable vacancy arises.

2.2.3 The Association will check all nominations against its own criteria set out in 1.3 and if the Association deems any nominee to be unsuitable for consideration then the Association will consult with the Council(s) before notifying the applicant and giving reasons for its judgement.

2.2.4 Where owner occupiers are nominated and allocated property as a priority care client (via a low priority housing band) then the Association will notify the Council (or vice versa) when the property belonging to the nominee is subsequently sold and each organisation will be responsible for recovery of funds (eg: Housing Benefit or Care payments) if this is required.

2.3 NOMINATION PROCESS

2.3.1 As new schemes move from Development into Operations then no later than three months prior to the anticipated date for practical completion of the scheme the Association will supply the Council's Housing Department with written particulars as to the proposed rents type and location of each unit at the Development together with the anticipated date of their practical completion and will request that the Council(s) initiate the process of nominating applicants for the scheme.

2.3.2 The Association shall as soon as possible (but no later than 5 working days) after each of the units becomes available for re-letting give notice to the Council's Department for Housing Services stipulating the location and type of unit so available.

2.3.3 The Council will advertise the vacant property in accordance with Choice Based Lettings agreement (Homes 4 Wiltshire after February 2009) and the process agreed between the Council and the Association⁴. This band will

⁴ As at October all vacancies, without reference to Support or Care level of need, are advertised.

either have been agreed as part of the previous Allocations Panel (see section 3 for full description) meeting or at the discretion of the Scheme Manager, the Councils Care Manager and the Councils Lettings Manager.

2.3.4 Within 12 working days of receiving notice of a vacancy the Council will nominate all suitable persons for the vacant unit giving their order of priority if this applies.

2.3.5 Working with the Councils designated Care Manager the Associations Scheme Manager will carry out its full Support, Risk and Care Assessment within 5 working days. The Scheme Manager will prepare a full report on all priority applicants for the Allocations Panel (see Section 3 for full details) to consider.

2.3.6 Where the Association notifies the Council that any of the nominees has not accepted the offer of a tenancy within 10 working days then the Council shall have the right to make further nomination(s) within a further 5 working days.

2.3.7 The signatories to this Agreement will make every effort to expedite the identification of suitable nominees through the process described in Clause 2 but in the event that either.....

2.3.7.1 the Council(s) is unable or unwilling to make a nomination or nominations or

2.3.7.2 following a second attempt at nomination by the Council(s) the further nominee(s) also fail to take up the offer of a tenancy or

2.3.7.3 the Association is unable to make offers to persons nominated by the Council(s) by reason of the existence of any statute statutory instrument order or by-law for the time being in force or any amendment or variation thereto then the Association may, following consultation with the Allocations Panel, make its own allocation or allocations to a suitable applicant from either the

Association's transfer or waiting lists having regard to the housing and social care criteria for entry to the scheme.

....then the Association will make alternate provisions to attract potential clients through a positive marketing plan. This may, for example, involve agreeing with all partners to this agreement that the vacancy will be advertised to a wider audience ie outside Wiltshire or to a different client group – thus possibly leading to a case by case variance to the eligibility criteria. In this instance each case will be on an individual basis and will not lead to a gradual shift of the scheme client base.

SECTION 3 - ALLOCATIONS

3.1 THE ALLOCATIONS PANEL

- 3.1.1 The parties will establish an Allocations Panel comprising two staff of the Association and two officers of the Council, one from housing and one from social care, who will advise:
- 3.1.1.1 on an applicant's eligibility where this is unclear following housing and care assessments and requires further discussion before a decision is reached;
 - 3.1.1.2 on priority of applicants where there are insufficient places for all eligible applications for example to indicate the relative weight to be given to housing and care criteria in reaching decisions;
 - 3.1.1.3 on any decision to refuse an application following representations made by an applicant in accordance with Clause 6 following:
- 3.1.2 The Allocations Panel will meet initially to review progress in allocating units prior to practical completion. The need to identify tenants for voids and impending voids should thereafter determine the frequency of meetings. The Panel should however meet no less than once every 6 months and will be accountable to the Operations Group described in the Operations Agreement.
- 3.1.3 Discussions between Panel members may be undertaken by telephone or other means of communications wherever feasible, and agreement on recommendations similarly reached. Should there be a vacancy in the scheme for which no applicants are identified either party to this Agreement may call a meeting of the Allocation Panel with a minimum notice of 5 working days the purpose of the meeting being to determine a marketing strategy and variations to the usual process if deemed appropriate.
- 3.1.4 Responsibility for decision-making rests with the Council and the Association in accordance with their respective powers and duties.
- 3.1.5 The Allocations Panel reserves the right to make final decisions on allocating tenancies, having regard to its assessment of whether Extra Care Housing will

be able to meet applicants' needs and of their suitability for the scheme and to its obligations to other tenants.

3.2. REPRESENTATIONS TO UNSUCCESSFUL APPLICANTS

3.2.1 All applicants who have been subject to a Support and/or Care Assessment and a subsequent consideration by the Allocations Panel will be notified in writing by the Association giving the unsuccessful applicant a written explanation of the reasons and details of its appeals and complaints procedure.

3.3 HOLDING OF VOID PROPERTIES

3.3.1 After the Allocations Panel has considered all nominations there may be occasions where an applicant is identified for whom the allocation would particularly serve the ongoing purposes of the Council as, for example, to allow hospital discharge and transfer of care. If in this instance more time is required to facilitate the offer of accommodation the Association agrees to allow the property to remain vacant for a limited period within the confines of sub sections 3.3.2 to 3.3.4 below.

3.3.2 In the event described at 3.3.1 then the Association will agree to hold the vacancy for a period of up to twelve weeks **providing** that the Council agrees to pay in full the rent, service charge and Supporting People charge for the period of Void holding. The Council will also be responsible for any other charges (Council Tax, Electricity etc).

3.3.3 The twelve week period will start from the time that the property is deemed 'ready to let' by the Association. Any further subsequent period should be under exceptional circumstances only. The Council shall take responsibility for justifying any period of holding the property vacant. The Association will take the final decision in respect of the 'reasonable' period of holding vacant properties in this manner. In this event the Council will sign a standard tenancy agreement holding full responsibility for the property for the period agreed.

4. GENERAL

4.1 Associations General Responsibilities

The Association will:

7.1.1 be responsible for the management and maintenance of the Units of accommodation for providing all services to residents living there.

7.1.2 levy a weekly rent and service charge to cover the costs of insurance, mortgage repayments, management and general repairs and the costs of any services.

7.1.3 observe and perform the Landlord's obligations under the terms of the Tenancy.

7.1.4 where appropriate in the event of the tenant breaking a condition of the Tenancy take action up to and including obtaining possession of the dwelling from the tenant.

4.2 Adaptations

The Association manages a small fund for the adaptation of its properties for its existing tenants. Any adaptation except very minor adaptations (eg installation of key safes) for new clients on a Starter Tenancy is outside the ability of the Association to fund. The fund is entirely dependant on the ability of the Association to identify the individual customer (tenant) specific adaptations to be carried out. In the event that the Council(s) require more general adaptations then these adaptations will be outside of the Associations ability to fund in the usual manner.

4.3 Agreement Status

For avoidance of doubt it is agreed that this Agreement shall be personal to the parties hereto and shall not bind the Units of the scheme and the Council(s) shall not by virtue of this Agreement acquire any estate or interest in the Units or any of them

4.4 Monitoring

4.4.1 All parties agree that the effectiveness of this Nominations Agreement and all parts thereof will be monitored by the Extra Care Operations Group whose constitution and terms of reference are described in the Operations Agreement.

4.4.2 Monitoring will include all standard reporting items required by governing bodies and regulators such as:

- Housing Corporation
- Government Office
- Social Services Inspectorate
- Commission for Standards in the Care Industry
- Area Health Authority
- Supporting People programme

4.4.3 In addition, as from time to time agreed, monitoring information will be supplied as deemed necessary and defined by either party through the Operational Group.

4.5 Review

4.5.1 This agreement will be generally reviewed alongside the Operational Agreement on a five year minimum cycle.

4.5.2 This document is a working document and variations may be made by written agreement (including through minutes noted from structured meetings). Any variations to this document may be made without affecting the Operational Agreement providing that the Operational Agreement is not affected in its own right through any such change.

4.6 Dispute

4.6.1 Disputes will be dealt with through the mediation and resolution process described in the Operations Agreement - section 18: Resolution of Disputes.

4.7 Termination

- 4.7.1 This nomination agreement may be terminated by either party under the same conditions and process described in the Operations Agreement – section 17: Termination of Agreement.