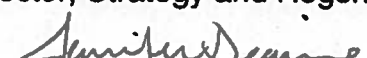


Haringey Council

Report for:	Scrutiny Panel – 28 January 2014	Item Number:	
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Title:	Registered Provider Partnership Agreement 2014
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Report Authorised by:	Jennifer Dearing, Assistant Director, Strategy and Regeneration 
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Lead Officers:	Michael Kelleher, Head of Housing Investment & Sites Tel: 020 8489 4754 E-mail: michael.kelleher@haringey.gov.uk
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Ward(s) affected: All	Report for Key/Non Key Decisions
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1. Purpose of this report

- 1.1 The Purpose of this report is to introduce the revised draft Registered Provider Partnership Agreement for consideration by Scrutiny Panel before it is circulated to the Council's registered provider partners for consultation.

2. Background

- 2.1 The Council published its first Registered Provider Partnership Agreement in 2010 as a joint protocol to improve partnership working between the Council and registered providers that own and manage stock in the borough.
- 2.2 The purpose of the Agreement is to establish a framework to ensure consistency in how providers deliver new housing, make allocations and manage their stock to ensure they meet the needs and expectations of local residents.
- 2.3 Councils do not have statutory regulatory powers over registered providers. Signing up to the Agreement is entirely voluntary and while it contains specific requirements



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there is no compulsion on providers to comply. Consequently the Agreement must be jointly agreed by the Council and its partners if it is to stand any chance of successfully achieving its aims and objectives. The expectation is that where providers agree to the standards set out in the Agreement, and formally become signatories to it, they will continue to abide by it.

3. Revisions

3.1 The draft agreement has been written to take account of changes to the housing landscape since 2010. The revised draft also seeks to overcome some of the shortcomings of the current agreement by clarifying roles and responsibilities (including those of members) and introducing a formal process for monitoring and dealing with poor performance.

3.2 Specific changes include: -

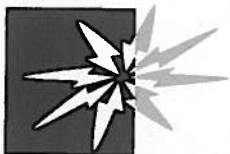
- a) Clarification of the roles and responsibilities of the Council and its partners **(pages 4 to 8)**
- b) A new section on the role of elected members **(page 6)**
- c) A new section on Equalities in light of the Equality Act 2010 **(page 8)**
- d) New sections on Affordable Rent **(page 12)** and Welfare Reform **(page 13)**
- e) A new requirement for registered providers to provide a 12 month rolling schedule of estate inspections **(page 18)**
- f) A new commitment to develop a stock rationalisation strategy for the borough **(page 19)**
- g) A new section on becoming a Preferred Partner of the Council **(page 23)**
- h) A new section on monitoring the agreement including performance data that registered providers must provide to the Council and a requirement for the Council to publish this on an annual basis **(page 28)**
- i) A new section on addressing poor performance including a role for Scrutiny Panel **(page 29)**

4. Consultation and Implementation

4.1 Following comments from Scrutiny Panel, along with any amendments made to the document, it will be circulated to all of the Council's registered provider partners in early February 2014 for a six week consultation period. The final document will then be approved by the Cabinet Member for Regeneration and Housing before being adopted.

4.2 Signatories to the document will be the Cabinet Member for Regeneration and Housing on behalf of the Council and the Chief Executive & Chairman of each registered provider.

4.3 The Partnership will be monitored on an annual basis (as set out in the Agreement) and will be brought forward for renewal every three years. The implementation and monitoring of this Agreement will be carried out within existing resources.



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5. Comments of the Chief Finance Officer and financial implications

- 5.1 This document represents an update of an existing Agreement between the Council and its registered provider partners and as such there are no additional resource implications.

6. Head of Legal Services and legal implications

- 6.1 The Head of Legal Services has been consulted on the content of this report. The report deals with the revision of an existing voluntary Partnership Agreement and does not raise any legal issues at this stage.

7. Equalities and Community Cohesion Comments

- 7.1 The Policy and Equalities Team comment that the content of this report bears no apparent direct implications for the Council's public sector equality duty at this stage. This is because as paragraph 2.3 of the report makes clear, the Council does not have statutory regulatory powers over registered providers. Signing up to the Agreement is entirely voluntary and there is no compulsion on providers to comply with any of its specific provisions.
- 7.2 On its part, and as public body to which it applies, the Council is fully aware of its public sector equality duty and has mechanisms and procedures in place to help it meet the duty when carrying out any of its functions, including in regard to housing.
- 7.3 Schedule 19 of the Equality Act 2010 lists the public bodies that are subject to the public sector equality duty. Social housing providers other than local authorities are included in that list, which means that partners to this agreement are individually subject to that duty and must ensure that in their performance of their functions as social housing providers, they must each ensure that the requirements of that duty are met.
- 7.4 It is therefore advised that any agreement with housing providers operating in Haringey should draw their attention to the duty and encourage those providers to ensure they have due regard to it in all their activities in Haringey.

8. Head of Procurement Comments

NA

9. Policy Implication

NA

10. Use of Appendices

Appendix 1 – Revised Draft Partnership Agreement

