

Choice and Consensus Policy and Procedure

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Summary

The Social Housing Regulation Bill makes it clear that landlords must place residents at the heart of their services.

Housing 21 is committed to ensuring residents have as much choice as possible about services at their schemes.

There may be occasions when we as the landlord have to make some decisions in keeping with health and safety or as part of a wider duty of care. For everything else, we want residents to be able to have their say and influence decisions.

Where it is not possible for choices to be made by just one individual, we will involve everyone to make a consensus decision.

All decisions, whether made by us in keeping with health and safety or through a consensus agreement, will be clearly communicated and explained.

Equality, Diversity and Inclusion

Housing 21 aspires to embed diversity and inclusion within all our organisational activities to enable these principles to become part of our everyday processes.

1. Key principles of the policy

The key principle of this policy is to ensure Housing 21 enables residents to live the life they choose.

We promote independence and choice, so want to ensure we achieve this rather than have policies and procedures which prevent it. The Social Housing Regulation Bill introduces a new consumer standard which places the resident front and centre of all services and we must adhere to this.

The principle of giving choice and reaching consensus over collective decisions spans all of Housing 21's policies and procedures.

Wherever possible, we will allow each individual resident to make their own choice about how they use the services and facilities at their scheme.

Individual choices are ones that an individual is at liberty to make without impacting upon the enjoyment of others.

If it is not possible to allow individual choice, we will work closely with everyone in order to reach an outcome that the majority of people are happy with. Scheme decisions are often made in the context of other choices already made and will be recorded in the Court Service Agreement.

Some decisions cannot be offered to individual residents or to residents collectively. This is usually because there is a statutory, regulatory or contractual obligation upon Housing 21 and we cannot devolve those decisions to our residents. In other circumstances, the decision sits with Housing 21

because we have to have a longer term view regarding the expectations of our future residents and the viability of the scheme.

Where choice cannot be offered, Housing 21 will make decisions with reference to consultation through our resident panels, local focus groups, resident conferences or local meetings. Housing 21 will then explain the reasons clearly and concisely to residents and communicate the choices we have made.

All operational employees must undergo training to help them to facilitate consensus decisions at the scheme. This training forms part of the Local Housing Manager/ Housing and Care Manager induction training and is available to all operational employees.

Housing 21 has produced a booklet to help employees implement the principle of Choice and Consensus across all services. This booklet is entitled 'Helping residents to live the life they choose'.

Housing 21 aspires to embed diversity and inclusion within all our organisational activities to enable these principles to become part of our everyday processes.

2. Management guidance/ processes

2.1 Procedure; distinguishing whose choice it is?

The services available at each scheme should always be determined, as much as possible, by the people living at that scheme.

The guide '[Helping residents to live the life they choose](#)' (available on the intranet) sets out the services and where any decision about those services should be made. In summary, decisions are usually made under one of the following three headings:

- **Landlord decision:** these are decisions that Housing 21 must make, usually for reasons of compliance or health and safety
- **Individual decision:** these are decisions that can be made by each individual resident, the outcome of which does not impact on their neighbours' enjoyment of their home. It is a choice that can be offered fairly across the rest of the scheme. Sometimes the individual may

require the permission of Housing 21 as there may be certain conditions applied to the individual's choice.

- **Scheme decision:** these are not decisions that have to be made by Housing 21 nor can they be offered to individual residents. An outcome may be more difficult to reach because it is unlikely that all residents at a scheme will always agree with a decision. The purpose of the approach outlined within this procedure is to reach a decision with which most residents are reasonably happy.

2.2 Reaching a consensus

Where services are subject to a local decision there are a variety of ways in which this decision may be reached.

Using a formal ballot with a majority outcome should be the method of last resort (unless a ballot is formally required for contractual, statutory or regulatory reasons). It is more preferable to reach a consensus decision amongst as many residents as possible. See Appendix one for issues to consider when holding a ballot.

It is useful if any ideas and options are openly discussed as these will make discussions much easier and are likely to be what is used to reach consensus.

It is important that all residents are invited to take part in consensus discussions and it is important that the Local Housing Manager/ Housing and Care Manager keep a record of this, along with:

- a record of which method was used to obtain consensus
- the number of residents attending meetings
- the number of residents taking part

Some of the methods that can be used with groups of residents include (more methods are explained as part of the training module):

- **Silent mind mapping:** asking residents to effectively suggest ideas and write them down but not share initially with the wider group. The facilitator then collects and groups these ideas for wider open discussion.
- **Alternate vote:** asking residents to make a strong choice of preference

and then also a weaker (but still acceptable) one. The idea is that people may not get exactly what they want but the alternative is still acceptable.

- **Pros and pros:** rather than looking at the pros and cons of different options, it may be less dismissive to look only at the pros for each option considered.
- **Rate and eliminate:** asking residents to rate the different options, which may produce a similar result to the “alternate vote” method. Again, it may produce an option that is acceptable to everyone albeit not actually anyone’s favourite.

2.3 Training and development

The approach of providing choice and consensus is at the heart of good customer service. As such, it forms part of the Local Housing Manager/ Housing and Care Manager induction modules on customer service and every new manager is required to complete this module.

3 Court Service Agreement

The Court Service Agreement (CSA) is a record of all the services at each scheme along with any local agreement reached as to their delivery. Keeping notes from consensus meetings is helpful but the CSA is our way of recording the decisions to inform new and existing residents of the outcome.

The CSA may be reviewed and revised at any time. There are a number of natural “triggers” for review, plus it should be reviewed at least annually to ensure it still meets residents’ expectations.

A template is available for producing the CSA and the Operational Manager, with support from the Local Housing Manager/ Housing and Care Manager, is responsible for producing and keeping the CSA up to date.

Within the template it is possible to mark certain statements with a “resident agreement” logo to identify that a particular service has been agreed with local consensus.



The CSA must be made available at all schemes and it replaces all previous

Local Information Packs.

3.1 Court Service Agreement poster

The CSA itself is quite a lengthy document so a poster summarising all the key points should be displayed in prominent locations around the scheme.

The posters should be presented professionally, either on card or laminated. The Regional Coordinators should be able to facilitate this for Local Housing Managers/ Housing and Care Managers.

3.2 Budget preparations

The purpose of the CSA is to deliver services in a way and to a standard that residents want and form part of the budget setting process by including the cost of delivering services in an agreed manner.

For example, if the gardening specification and choice of contractor is subject to considerable resident input, then the cost of that contract being delivered must be included in the annual service charge budget. If residents agree the specification includes a number of additional visits by the gardener throughout the season, then this will be reflected within the tendered price for the contact.

Reaching agreement with residents about the services to be delivered will produce a more joined up approach to managing expectations, budgets and expenditure.

Review of the CSA as part of the annual accounting and budgeting process is a natural “trigger” to update the agreement if there has not been previous update during the year.

3.3 Engaging with residents and “triggers” for review

The CSA is not a fixed or static document; it should be reviewed at least annually or sooner depending upon any natural “triggers” to prompt review of any element.

For example, residents may collectively want to review the provision of satellite television at their scheme, the outcome of which may be recorded within the CSA.

A review may be triggered by residents wanting a change of service, such as a change in gardening specification. This may happen ad hoc or could be triggered when the current contract is due for renewal.

The Operational Manager may choose to delegate a review to the Local Housing Manager/ Housing and Care Manager to conduct but the Operational Manager/ Extra Care Manager remains responsible for any outcome.

It is also important that any changes made through a court-consensus decision have some degree of a “shelf-life” (to avoid continually changing a decision reached at the scheme).

Any change in service should be recorded in the CSA and this should be reissued to replace the existing version at the scheme. Every CSA must be dated so it is clear whether it is the most recent version.

3.4 Standard of Court Service Agreements

The CSA is an important publication and the standard of presentation and content is representative of Housing 21’s overall standards. Great care should be taken to ensure the CSA is of a high standard.

The Operational Manager/ Extra Care Manager must report their assurance annually regarding the standard or CSAs in their region to their Head of Service who, in turn, will report their assurance to the Executive Director of Retirement Living or Extra Care.

3.5 Storage of Court Service Agreements (and other information)

The CSAs must always be available locally but an additional copy must also be saved electronically on SharePoint.

Each region must maintain its own records for the CSAs and whenever a new or updated agreement is drafted, the previous CSA must remain in the scheme folder by way of an audit trail.

Following a KPMG report (2019) into customer standards, it was recommended that a record of how consensus was achieved is made. It is important for the Local Housing Manager/ Housing and Care Manager to keep a diary record of the method used to reach consensus, the number of meetings and the number

of residents taking part.

Appendix One – Holding a Ballot

When considering holding a ballot it is important to hold a meeting to inform and explain what is being proposed.

- This should be held at a time and place convenient to all residents
- All residents should be invited to attend.
- A minimum of two weeks' notice should be given.
- Any documents explaining the proposal should be issued at least seven days in advance of the meeting.

Documents should contain language that can be easily understood and should contain:

- A summary and also the objective of the proposal e.g. to set up a Residents Association

- How the proposal will affect residents, including advantages and disadvantages
- A full explanation of the cost of each option (if applicable)
- The name and contact details of who can be contacted to discuss any issues prior to the meeting

Holding the Ballot

- The ballot should be a written ballot.
- The ballot paper should contain;
 - the proposal on which residents are voting
 - the majority required to pass the motion
 - who will count the ballot
 - how and when the count will take place
 - the deadline to vote
- The Housing Manager or Local Housing Manager acting independently may scrutinise a ballot about a Residents' Association and count the votes
- If the ballot is about a significant change to custom and practice then, for leasehold, it is a requirement of the Code of Practice that the ballot is counted by an independent body.
- The Housing Manager or Local Housing Manager will inform all residents in writing of the result of the ballot including the total number of votes counted for and against, the number of abstentions from voting and any votes rejected from the count, including the reason(s) for the rejection.
- Where this process is necessary, Local Housing Managers should be assured that voting is fair.
- Each resident may cast one vote. The Code of Practice requires that managers should recognise a residents' association with a figure that represents 51% or more of dwellings (rather than residents).
- For a ballot about a change in management to be passed, 66% or more of those voting must be in favour of the motion. This ensures there is a large majority of voters backing the motion. The total number of votes cast must represent at least 51% of those eligible to vote and, finally, the number of votes cast against must not exceed 25% of those eligible to vote.

- In summary:
 - 66% or more of the votes must be in favour
 - At least 51% must have voted
 - No more than 25% (of those eligible to vote) against

If you require any further information or advice, please contact your Housing Manager or Head of Housing.