

Joint Management Agreements

An Overview of Management Controls

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Key Reference Document

- Housing Association Guide, Part 5, Appendix 3
- Provides a clear and concise checklist.
- All Joint Management Agreements between Registered Housing Associations and their joint management partners should refer to this guidance.

Key Points to Note

- HA's are free to choose how supported housing schemes are managed **providing the requirements of this section of the HA Guide are met**
- HA's must ensure there is compatibility of the aims, objectives and governing instruments between itself and the joint management organisation.

Key Points continued

- The Partner Organisation has
- An identifiable legal identity
- Is not for profit
- Is a viable organisation
- Has management expertise appropriate to the client group.
- Has the capacity, resources and range of skills to undertake the responsibilities of the agreement.
- The JMA must **not** make both parties jointly responsible for all of each other's assets and liabilities.

Managements Controls within the JMA

- The Agreement must make clear –
- The HA is the Registered Landlord and retains overall control of the property and the housing aspects of the scheme
- Examples would be:
- Allocations activities within HSS
- Issuance of tenancy agreements/ licenses to occupy [Tenants/ Residents are those of the HA and not the partner organisation]
- Compliance to the provisions of all applicable Housing [NI] Orders [which should be stipulated within the agreement]

Management Controls Continued

- Review Arrangements – how often and by whom – involvement by key officers from both organisations in relevant committees held by either party.
- Financial Arrangements [another workshop is focusing on this today.
- Agreed procedure for resolution of disputes which refers to the Law of NI as applicable and includes provision for referral to Arbitration – The Arbitration Act 1939.

Management Controls Continued

- Insurance Arrangements – for example
- The HA will normally provide for Buildings Insurances.
- The Partner Organisation will normally provide for Employer Liability Insurances as staff at a scheme will not be the employees of the HA and this should be specified within the agreement.
- Either the HA or JMP will provide for Contents cover depending on who provides contents.
- The HA will normally provide for Public Liability cover as owner of the property except where the JMP, for example, provides for such as outdoor play equipment which would not normally be included in the landlord policy.

Remember!

- Schemes which are funded by HAG cannot have **Housing Management Functions** delegated away from the HA where the JMP is a statutory agency – e.g. – a Health & Social Care Trust
- The HA should, within the agreement retain responsibility for such as selection of tenants/ residents, allocation activities, issuance of tenancy agreements/ license to occupy, rent collection, carrying out repairs and maintenance.

The JMA must include

- A clear statement on the duration of the agreement.
- The aims and objectives of the scheme [s]
- Define the client group.
- Clarify monitoring and review arrangements.
- State how disputes and breaches of agreement are to be dealt with.
- Make clear how and why the agreement can be terminated.

Inclusions

- Specify arrangements for indemnities
- Specify Confidentiality arrangements and refer to the Data Protection Act 1998.
- Specify repair obligations/ responsibilities.
- Specify access arrangements by HA.
- Show agreement on any “House Rules”
- Include requirements to observe and comply with statutes, bye laws and any statutory or other notice.
- Specify support and/or care arrangements to tenants/ residents.