

additional papers 1



Executive Committee

Tue 29 Oct
2019
6.30 pm

Committee Room Two
Town Hall
Redditch

REDDITCH BOROUGH COUNCIL

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Executive

Committee

Tuesday, 29th October, 2019

6.30 pm

Committee Room 2 - Town Hall
Redditch

Agenda

Membership:

Cllrs:	Matthew Dormer (Chair)	Julian Grubb Bill Hartnett
	David Thain (Vice- Chair)	Mike Rouse Craig Warhurst
	Greg Chance	
	Brandon Clayton	

7. Tenancy Conditions and Tenancy Handbook - Outcome of Consultation
(Pages 1 - 44)

16. Enfield Estate Report (Pages 45 - 206)

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Executive Committee29th October 2019**Housing Tenancy Agreement and Conditions**

Relevant Portfolio Holder	Cllr Craig Warhurst
Portfolio Holder Consulted	Yes
Relevant Head of Service	Judith Willis
Wards Affected	All
Ward Councillor Consulted	No
Non-Key Decision	

1. SUMMARY OF PROPOSALS

Following approval of Executive Committee on 9th July 2019 to proceed to consult on the proposed implementation of a revised Housing Tenancy Agreement and Conditions. This report contains the outcomes of the consultation and seeks final approval of the Agreement and Conditions.

2. RECOMMENDATIONS

The Executive Committee RESOLVE that:-

2.1 Following formal consultation, the Housing Tenancy Agreement and Conditions be adopted; The proposal to introduce a new Tenants Handbook to be endorsed by members to compliment the Housing Tenancy Agreement and Conditions.

3. KEY ISSUES**Financial Implications**

3.1 There are no direct financial implications from the adoption of the new Housing Tenancy Agreement and Conditions, however, the new document will provide tenants with a clearer understanding of both landlord and tenants requirements and obligations. Consequently the Council will be able to pursue the recovery of costs from tenants where appropriate, for example replacement keys, or charging for repairs from deliberate damage. A Tenants Recharge Policy has been developed to support these proposals and is the subject of a separate Committee report to Executive.

Executive Committee29th October 2019

Legal Implications

- 3.2 It is a legal requirement for social housing landlords to provide social housing tenants with a written tenancy agreement setting out the terms and conditions applicable to both tenants and landlords.
- 3.3 There are other legal obligations for both tenants and the Council, which may not be 'spelled out' in the agreement, however are implicit in all tenancy agreements. An example is required compliance with other statutory frameworks which impact on both parties
- 3.4 The statutory duties of a Local Authority Housing Landlord are set out in section 3 'Our Responsibilities' of the Housing Tenancy and Conditions document.
- 3.5 Under the Legislative Reform (Regulator of Social Housing) England Order 2018, the Regulator of Social Housing became a stand-alone Regulator, from 1 October 2018.
- 3.6 The RSH proactively seeks assurance from social housing providers that they are meeting Economic and Consumer standards.
- 3.7 A Tenancy Standard (being part of the Consumer Standards) regulated by the RSH states the following: *registered providers shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation*. It is therefore essential that we have an appropriate tenancy agreement in place enabling compliance.

Service / Operational Implications

- 3.8 To ensure the effective operational management of social housing tenancies it is essential to ensure that a contract is in place between the tenant and the council as the landlord. Full details were set out in the Executive report dated 9th July 2019. A copy of the proposed Housing Tenancy Agreement and Conditions are attached at Appendix 1.

Executive Committee29th October 2019

- 3.9 Following approval by Members in July 2019, a four week consultation has taken place via social media, local press and direct contact with tenants. Detailed information on the consultation and the responses received are contained within Appendix 2. In summary the responses showed:
- (a) 83% of the people that responded agreed that the document was well laid out, 21% agreed strongly.
 - (b) 85% of the people that responded agreed that the document was easy to follow, 20% agreed strongly
 - (c) 81% of the people that responded agreed that the tenants responsibilities in the document were clear, 31% agreed strongly
 - (d) 87% of the people that responded agreed that the landlords responsibilities in the document were clear, 26% agreed strongly
 - (e) 76% of the people that responded agreed that the notes/information in the document are helpful, 24% agreed strongly
- 3.10 To sit alongside the new 'agreement', a new 'Tenancy Handbook' will also be introduced and made available to tenants. As part of the consultation undertaken a Focus Group was held with residents who had indicated that they wished to participate in such a group. Details of outcomes of the Focus Group are contained within Appendix 2.
- 3.11 In summary, the responses showed collective agreement that the Council should produce a Tenants Handbook that is available for all tenants via the website. There was also an agreement that tenants should not automatically be sent a copy of the Handbook, particularly as it is a lengthy document. However copies could be provided to tenants that did not have access to the website, with copies also available at key access points erg Town Hall, libraries.

Customer / Equalities and Diversity Implications

- 3.12 It is considered best practice under Housing Regulatory Standards to provide tenants and customers with information that helps them understand their contractual obligations, and their rights as tenants.
- 3.13 Tenants also have the right to be consulted with and participate in the monitoring of services

Executive Committee29th October 2019

- 3.14 It is essential in law that agreements take into account the diverse needs of tenants. Throughout the Housing Tenancy Agreement and Conditions it indicates where help and assistance can be obtained for those tenants with diverse needs. An Equality Impact Assessment has been undertaken and shows no detrimental effect.
- 3.15 Information on data protection rights and privacy statements are included as part of the agreement.

4. RISK MANAGEMENT

- 4.1 There are no specific risks associated with the revisions to the Tenancy Agreement and Conditions, however, should the agreement not be sufficiently robust enough to manage contracts with tenants, the following are the key risks associated:
- (a) Increase in none rent payers and arrears
 - (b) Sustainment of the Housing Revenue Account
 - (c) Increase in Officer workloads
 - (d) Increase in Anti-social behaviour
 - (e) Organisational reputation
 - (f) Risks to Tenants rights
 - (g) Disputes between tenants and the Council
- 4.2 There is a risk that tenants may find it challenging to navigate the new style tenancy agreement, with its combination of tenancy provisions and information notes; however, this risk was not identified/raised during consultation.

5. APPENDICES

Appendix 1: Housing Tenancy Agreement and Conditions
Appendix 2: Housing Tenancy Agreement and Conditions Survey
Responses and feedback on Tenants Handbook Focus
Group

6. BACKGROUND PAPERS

None

AUTHOR OF REPORT

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Housing Tenancy Agreement and Conditions

CONTENTS

Definitions	1
Tenancy Agreement	2
Our Responsibilities	3
Your Rights	4
Your Responsibilities:	
Rent	5
Antisocial Behaviour	6
Repairs & Maintenance	7
Keeping Clean and Tidy	8
Health and Safety	9
Pets & Animals	10
Gardens.....	11
Vehicles & Parking	12
Use of Your Home	13
Ending Your Tenancy	14
Written Permission	15

1 DEFINITIONS

Contact Centre

Redditch Borough Council's telephone contact centre for housing repairs.

Domestic Violence and Abuse

Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality.

Emergency Services

The police, the fire service and the ambulance service.

Exchange

To swap tenancies with another person.

Fixtures and Fittings

All of the landlord's appliances and furnishings in the property including installations for supplying or using gas, electricity and water.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas to the boundary of the property.

Hate Crime

Any incident which may or may not constitute a criminal offence, which is perceived by the victim or any other person as being motivated by prejudice or hate.

Injunction

A court order by which an individual is required to perform, or is restrained from performing, a particular act.

Housing Officer

A member of staff from a Housing Team.

Improvements

Any alterations or addition to the property.

Introductory Tenancy

An introductory tenancy lasts for 12 months only. If you break the tenancy conditions, we can end or extend the tenancy before you become a secure tenant (see Secure Tenant).

Local Area

The whole of the estate the property is on including privately owned, privately rented or housing association properties, local shops and/or amenities serving the local area.

Lodger

A person who pays you money to let them live in the property with you.

Maisonette

A self-contained home often occupying two floors of a building.

Neighbours

Your neighbours include everyone living in the local area, including people who own their own homes, privately rent and other social housing tenants.

Money Judgement Order

a court order that awards the Council a sum of money.eg unpaid rent

Partner

A husband, wife or someone who lives with you in a permanent stable relationship.

Possession Order

An order made by a court directing that possession of a property be given back to the council

Property

The property in which you live, including any garden and outbuilding, but not including any shared areas.

Secure Tenant

By law, secure tenants have the right to stay in a property. We cannot remove a secure tenant from a property unless a court grants an 'Order of Possession'.

Shared Areas

The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sub-let

Giving another person the right to live in part of the property.

Succession

Where a tenant dies and their partner or relative takes over the tenancy.

Vacant Possession

Free from any occupants, personal belongings or rubbish.

Vehicle

A car, bus, lorry, motorbike, bike, boat, caravan, trailers and most other kinds of transport.

We, Us, Our

Redditch Borough Council and contractors acting on Redditch Borough Council's behalf.

Written Permission

A letter from us giving you permission to do certain things.

You

The tenant, and in the case of joint tenants, any one or all of the joint tenants.

2 TENANCY AGREEMENT

- 2.1 By signing this agreement you are agreeing to become our tenant.
- 2.2 You are entering into a legal contract with us. If there is anything in this agreement which you do not understand, you should speak to your Housing Officer or obtain advice from a Solicitor or Citizens Advice Bureau.
- 2.3 Your council tenant neighbours have exactly the same rights and responsibilities as you. Some of your responsibilities apply to you, your friends, relatives and any other person living in or visiting your home, including children. This will include the responsibility not to commit nuisance. It also applies to animals at your home.
- 2.4 There are two kinds of tenancy the Council uses:
- i) introductory tenancy
 - ii) secure tenancy
- 2.5 This agreement is for both types of tenancy, it tells you which parts apply to each types of tenancy.
- 2.6 This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply:
- i) You break any of the conditions in this agreement. If you do, we may take legal action to force you to meet the conditions, or we may ask the courts for permission to evict you.
 - ii) We built or adapted the property for a physically disabled person so it is substantially different from an unadapted home and you no longer need that type of home and we need the property for someone else with specific needs.
 - iii) You have succeeded to the tenancy and the property is too large for your needs.
 - iv) We need to carry out redevelopment, improvements or major repairs to the property which we cannot do unless you move out.

NOTES

- a. We may also seek to repossess the property if someone has given us false information on your behalf to obtain the tenancy.
- b. If you leave your home without telling us, we may consider the property as 'abandoned' and may take steps to end your tenancy and regain possession of the property. You may not be entitled to another property with us and we will dispose of any items left in the property and recharge you.
- c. We may refuse you permission to let people stay with you in the property if we think they may break conditions in this agreement, or we have already evicted your guest(s) because of their behaviour. We will give our reasons to you in writing.
- d. If you are a joint tenants you are jointly and individually responsible for all liabilities and responsibilities remain while you are on the tenancy even if you have moved out eg: relationship breakdown, you should therefore notify us urgently if that is the case.
- e. If a notice of termination is served on a joint tenancy this severs the entire tenancy. There is no automatic right for either tenant to become the sole tenant. Please contact your Housing Officer for advice.
- f. We will take action to repossess your property if you stop living in the property as your only or principal home. If you stop living in the property as your only or principal home we can repossess the property without a Court order following the service of a Notice to Quit.

- v) You stop using the property as your main and principal home.
- vi) There is any other reason under housing legislation, for example the Housing Act 1985, Housing Act 1996, Housing and Regeneration Act 2008, Localism Act 2011 or any future law which requires us to become involved.

- 2.7 We can also repossess the property if you have given false information to obtain the tenancy.
- 2.8 You must inform a housing officer in writing if you will be away from the property for more than four consecutive weeks. You must make your home safe and secure for the time you are away.

INTRODUCTORY TENANTS ONLY

- a. Unless you are transferring from a secure tenancy or an assured tenancy of a registered social landlord, you will start your tenancy as an introductory tenant.
- b. Your introductory tenancy will last for one year unless we extend it by a further six months. If you do not break any of the tenancy conditions during this time, and we do not take action against you, you will automatically become a secure tenant. If we do extend your introductory tenancy by six months, we will serve a notice of extension on you. You have the right to request a review. The tenancy will be extended if either you do not request a review or if you do request a review and our decision to extend is confirmed.
- c. If, during your introductory tenancy, you break any of the tenancy conditions, we may take action to end your tenancy.
- d. By law, during your introductory tenancy, you do not have the same rights as a secure tenant. You cannot:
 - apply for the right to buy your home
 - vote for a change to a new landlord
 - sub-let your home
 - make a structural change to the property
 - apply to mutually exchange your home.
- e. In certain circumstances we may let you take in a lodger or someone to provide you with support and care. You must obtain our written permission first. We may refuse permission if you do not meet certain conditions. Please ask your Housing team for more information.
- f. For more information you can also contact a Solicitor, or the Citizens Advice Bureau

YOUR TENANCY AGREEMENT

Address of Property:
 Redditch, Worcestershire, Post Code

Description of property:
 Type:..... No. Bedrooms:.....

<u>Weekly Rent Charges</u>	
Weekly Net rent	£
Service Charges	£
Heating Charges	£
Support Charges	£
TOTAL WEEKLY RENT DUE	£

The date the weekly tenancy starts from:
 (date of signing agreement)

The date your weekly rent starts from:
 (first Monday of signing agreement)

It is an introductory/secure tenancy (delete as appropriate)

The earliest date your introductory tenancy will become secure
 (12 months after the date the tenancy starts)

This is a legal contract. It describes the rights and responsibilities of Redditch Borough Council and you the tenant(s). Please read it carefully before you sign the agreement.

Tenant (s) full name: Tenant (s) signature:
 1. 1.

2. 2.

Photo ID:

Signed on behalf of the Council:

Name:

3 OUR RESPONSIBILITIES

- building materials from your property after repair work has finished.
- 3.1 We will consult tenants about significant changes to the management and maintenance services. There are a variety of ways that you can become involved.
- 3.2 We will keep in repair the structure and exterior of your home (including drains, gutters and external pipes) in good repair.
- 3.3 We will keep the installations in your home for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity) in good repair and working order.
- 3.4 We will keep the installations in your home for space heating and heating water in good repair and working order.
- 3.5 We will keep any step or path that is an essential means of access to your property, in good repair.
- 3.6 We will keep any boundary fence or wall we have provided in safe repair. We may repair these items as part of a programme of planned repair work. We may remove broken fences or walls that we have provided rather than repair them.
- 3.7 We will keep any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the property in good repair, as long as it is economical for us to do so. We may remove these structures, when, in our view, they are beyond economic repair.
- 3.8 In flats and marionettes, we will keep all entrances, hall, stairways, lifts, rubbish chutes, lighting and other parts for common use in good repair.
- 3.9 We will keep common areas free of obstruction and items made from materials that do not meet fire safety standards. (see note e).
- 3.10 We will remove associated rubbish and
- 3.11 We will give help and advice if you tell us you are the victim of antisocial behaviour.
- 3.12 We may under our duty of care take action without your consent to protect you or the member of your household from antisocial behaviour, hate crime or domestic violence and abuse.

NOTES

- a. If we do not meet our responsibilities that are set out in this tenancy agreement, you can:
- contact a housing officer
 - use our complaints procedure – you can obtain details from any Council Office.
 - contact your local Councillor
 - Contact Housing Ombudsman.
0300 111 3000
 - obtain advice from a Solicitor, or The Citizens Advice Bureau
- b. You must keep in repair any garage, shed, outbuilding or additional fencing you have had permission to erect.
- c. In certain circumstances, if we do not carry out repairs within a reasonable time, you have the right to ask us to get another contractor to carry out the repairs. This is called the Right to Repair.
- d. In certain circumstances you may be entitled to assistance from us to help you to meet your tenancy obligations. Please contact your Housing team for advice.
- e. It is also your responsibility to ensure that common areas are kept free of any obstructions to include materials not meeting fire safety standards. If they do not we will remove the items and recharge you.
- f. We have no responsibility to install or extend or improve existing, ventilation, heating, insulation, internal plasterwork, electrical appliances

4 YOUR RIGHTS

- 4.1 This agreement gives you the right to live in the property. Formal civil partners have the same rights as married couples under these conditions of tenancy.
- 4.2 You can live in the property without interference from us as long as you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions circumstances at section 2 apply, we may apply to the courts to end your tenancy.
- 4.3 You're spouse or partner may have a statutory right for the tenancy to be passed to them when you die. The property must be their main home at the time of your death. The passing of the tenancy in these circumstances is called 'succession'. If you, yourself, are a successor (for instance, because you have succeeded on the death of a previous tenant) then there is no further right of succession for anyone living in the property.
- 4.4 If your tenancy is passed on and the property is larger than their needs, or has been designated for a specific use such as a sheltered housing scheme for elderly people, we may ask them to move to another suitable property. We will take steps to find alternative accommodation. However, if they are unwilling to move and it is reasonable in the circumstances, we may seek a court order to gain possession of the property.
- 4.5 In certain circumstances you may also have the right to sign your tenancy to someone who qualifies as a successor. You are advised to seek legal advice before proposing to sign your tenancy over. You must complete any repairs for which you are responsible before assigning your tenancy.
- 4.6 You have the right to have certain repairs (known as qualifying repairs) done within set time limits. If we do not carry out a qualifying repair within the set time limit, you can ask us to arrange for another approved repairs

contractor to do the work. If this repairs contractor fails to do the work, you may be entitled to compensation.

- 4.7 You can carry out certain improvements to your home. You must obtain our written permission before you start making any changes.
- 4.8 You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services. This does not apply to rents, charges or service charges levied by the Council.
- 4.9 You have the right to have information about you kept safely and you also have the right to see information held about you as covered by data protection legislation. We may charge you a reasonable cost for providing this information.
- 4.10 You have the right to end your tenancy; you must give us four weeks written notice.

INTRODUCTORY TENANTS ONLY

- a. By law, during your introductory tenancy, you do not have the same rights as a secure tenant.
- You cannot:
- apply for the right to buy your home
 - vote for a change to a new landlord
 - sub-let your home
 - make a structural change to the property
 - apply to mutually exchange your home.
- b. In certain circumstances we may let you take in a lodger to provide you with support and care. You must obtain our written permission first. We may refuse permission if you do not meet certain conditions. Please ask your Housing team for more information.
- c. For more information you can also contact a Solicitor, or Citizens Advice Bureau

SECURE TENANTS ONLY

- a. You have the right to take in a lodger.
- b. You have the right to sub-let part of your home, but you must obtain our written permission first. You must not sub-let the whole of your home.
- c. You have the right to exchange your home this is called a mutual exchange.

Mutual exchanges can happen for tenants who have a secure tenancy, a flexible tenancy or as assured housing association tenant.

You can only exchange your home with another tenant if:

- you both have a secure tenancy
- you both live in England or Wales
- you both have written permission from your landlord.

We may refuse an exchange if you do not meet certain conditions for example if you have possession order against you.

If you exchange your property without written permission, we will require you to move back to your original home. If you fail to do this, we may go to court and ask for you to be evicted. If you have made any unauthorised improvements or modifications to your home you must put the property back into its previous state at your own expense before we will give permission to exchange.

- d. In certain circumstances, you have the right to buy your home.

Data Protection

- a. Information of a personal nature given by you when, for example, applying for a council property, council house transfer or any other service provided by us, is essential to enable us to provide the housing service required by our tenants and leaseholders.
- b. Personal information that you give us will either be retained within our computer systems and/or held within paper records. Whichever way, your personal information is protected under the provisions of data protection legislation.
- c. You should be aware that there are occasions where your personal information may be disclosed to other bodies/ organisations in accordance with our role as your landlord. Our privacy statements will be provided to you when you sign for your tenancy and are available on the Councils website. Paper copies are also available on request at any Council Office.
- d. It is important to stress that in all matters relating to disclosures of information we will use our discretion when dealing with enquiries of a personal nature, whilst maintaining the maximum amount of confidentiality for our customers as prescribed under the terms of data protection legislation.
- e. Where a request for information is required which is outside of the provisions of the legislation, we will always seek the approval of the individual concerned before any action is taken.

5 RENT

- 5.1 You must pay the rent and all other charges for the property on time throughout the whole period of your tenancy, including any period that you are away from the property.
- 5.2 You must pay your rent weekly, or at any other interval to which we agree.
- 5.3 During any no collection week, if you owe rent or other debts to us, you must make a minimum payment of a sum equivalent to your weekly rent plus any other arrangement amount due.
- 5.4 If you are a joint tenant, you are jointly and severally responsible for all the rent and all other charges. This means that, if the other joint tenants do not pay, you must pay all the rent and other charges.
- 5.5 You are responsible for all rent and other costs, such as court costs and rechargeable repairs that are owed to include from the past.
- 5.6 If you are on a low income or not working, you are responsible for applying for benefits to cover your housing costs, eg. universal credit or housing benefit.
- 5.7 You are responsible for telling us about a benefit application otherwise we will follow arrears recovery procedures which could result in court action, you will be responsible for paying the fees.
- 5.8 If you are using benefits as a means to pay your rent you are responsible for paying any amount which is not paid in full or doesn't cover your rent or other charges.
- 5.9 It is also your responsibility to notify the Department Works and Pensions (DWP) or the Housing Benefit Department of any change in your rent to include the one at the beginning of each financial year.
- 5.10 If you fall into arrears with your rent or other charges it is your responsibility to contact us immediately to make arrangements to bring your account back in line.
- 5.11 You must make and keep to an arrangement to pay other costs such as rechargeable repairs, court costs and recoverable housing benefit.
- 5.12 If you owe us money for rent or other charges when you leave the property, you must make arrangements to pay the debt and provide us with your new address as well as future addresses.

NOTES

- a. Joint tenants are responsible for rent payments and other charges even if they have left the property.
- b. Some tenants pay for extra services with their rent, for example, heating or caretaking. We will tell you if this applies to you.
- c. We encourage payments by direct debit and standing order; no collection weeks will be taken account of in your calculated payments.
- d. If you are in arrears and want to pay by direct debit we reserve the right to adjust your direct debit to collect in no collection weeks.
- e. If you need some help applying for benefit to cover your housing costs, you should contact a Housing Benefit advisor, your Housing Officer or Citizens Advice Bureau.
- f. At the beginning of April your rent will normally change, we will give you 28 days' written notice of the changes.
- g. If you have difficulty paying your rent, please contact your Housing Officer without delay.
- h. We take none payment of rent very seriously and will take legal action in court against you which could result in you being evicted.
- i. We will also obtain a money judgement order against you to cover the costs.
- j. If you are in arrears with your rent, this will affect your prospects for a transfer and a mutual exchange.
- k. If you are evicted for rent arrears we are not automatically obliged to rehouse you under homeless legislation, none payment of rent may be deemed as intentionally homeless. It may also affect your ability to be housed by another landlord.

Anti-social behaviour (ASB) covers a wide range of unacceptable activity that causes harm to an individual, to the community or to the environment. This could be any action that leaves someone feeling alarmed, harassed or distressed. It also includes fear of crime or concern for public safety, public disorder or public nuisance.

6.1 You, your friends and relatives and any other person living in or visiting the property (including children) must not:

- i) Do anything which causes or is likely to cause a nuisance to anyone in the local area. This includes allowing animals to cause a nuisance.
- ii) Do anything which interferes with the peace, comfort or convenience of other people living in the local area.
- iii) Harass anyone in the local area, for example, because of their colour, race, ethnic or national origin, religious beliefs, sexual orientation, gender, age, disability, mental illness, actual or perceived HIV status. You must not be involved in any form of hate crime. This includes, but is not restricted to harming, intimidation, threatening or acting in any manner that causes distress to any person living in, visiting or otherwise engaging in lawful activity in or in the locality of the property on the grounds of their colour, race, ethnic or national origin, religious beliefs, sexual orientation, gender, or gender identity age, disability, mental illness, or actual or perceived HIV status. You must not encourage anyone else to be involved in such behaviour on your behalf or for your benefit.
- iii) Harass, or threaten to harass, or use violence towards anyone in the local area.
- iii) Harass, or threaten to harass, or use violence towards our employees, councillors, anyone contracted to do work for the council.
- v) Use threatening behaviour, domestic violence or abuse (including but not restricted to physical, psychological, sexual, financial or emotional) towards anyone living in the property.
- vi) Intentionally damage property

NOTES

a. You, and any joint tenants, are responsible for your behaviour, the behaviour of your children and anyone else living with or visiting you, while they are in your home (including shared areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas) or in the local area.

If you, any joint tenants, anyone else living with you or visiting you causes antisocial behaviour, we will ask you to stop. We may apply to a court to evict you or take other action available to us under the Anti-Social Behaviour Crime and Policing Act 2014.

b. Harassment is defined as any unwanted behaviour directed at an individual or group which is offensive or objectionable to the Recipient. It is behaviour or conduct calculated to interfere with the peace and comfort of individuals or groups which has the effect of hurting, intimidating, humiliating, ridiculing and/or undermining their confidence.

c. If you are found to be the perpetrator of domestic abuse we will take action which could result in you losing your home.

d. If you intentionally damage the council's property, we will recharge you for repairing the damage or take legal action against your tenancy.

e. If you are evicted for anti-social behaviour we will not provide you with another home and it may affect your prospects of being housed by another landlord.

f. If you report antisocial behaviour, we will provide support to you throughout the period of any investigation. This includes referral to victim/witness support services as appropriate.

g. We may not be able to resolve all of your concerns but we will work with other agencies and provide advice about other services that are able to assist.

What is antisocial behaviour?

Listed below are examples of behaviour the council considers antisocial:

- Using or threatening violence.
- Using firearms and/or other weapons.
- Racist behaviour, including literature, letters or verbal abuse.
- Hate crime, for example because of a person's colour, race, sexual orientation, gender, religious belief, age, disability or mental illness.
- Prostitution.
- Dealing in pornography.
- Criminal activity in properties.
- Illegal drug and alcohol abuse, substance misuse, drug dealing, growing or processing drugs with intent to supply or manufacture them.
- Verbal abuse and offensive gestures.
- Domestic violence and abuse including child abuse.
- Damaging property including cars and bikes.
- Arson or attempted arson.
- Dumping rubbish and furniture.
- Fly-tipping.
- Putting offensive materials through letterboxes.
- Writing and spraying graffiti.
- Causing a nuisance in lifts and communal areas, for example fouling communal areas or blocking chutes.
- Storing or repairing any vehicles which are powered by petrol, diesel or paraffin in shared areas.
- Throwing things off balconies or out of windows.
- Breaching shared security, for example allowing strangers to get into the building.
- Blocking communal areas.
- Playing ball games in areas where this is prohibited.
- Joy riding.
- Making malicious or threatening telephone calls, sending malicious or threatening letters, emails or text messages or using similar forms of communication or technology for making malicious or threatening communication.
- Abandoning vehicles – including cars, vans, trailers and caravans
- Excessive noise from vehicles

The list below is considered antisocial behaviour when it causes a nuisance:

- Not exercising adequate parental control.
- Making loud noise.
- Banging and slamming doors.
- Playing ball games close to people's homes or buildings.
- Skateboarding, roller-skating and cycling on footpaths, balconies and communal areas.
- Being drunk in public.
- Excessive barking of dogs or dogs fouling in communal and public areas.
- Not keeping pets under control.
- Making unfounded complaints.
- Carrying out DIY, housework or mowing lawns at unsociable hours
- Noise nuisance caused to other tenants because of the use of laminate or wooden flooring in flats above ground level.
- Riding motorbikes, quad bikes, or mopeds on estates.

NOTES**Data protection**

- a. We are committed to making the community that you live in safer for you and your family.
- b. The Crime and Disorder Act 1998 places obligations on local authorities, police authorities, health authorities and probation committees (amongst others) to work together in tackling crime and disorder issues within our communities.
- c. In order for us to fulfil our obligations under the Crime and Disorder Act 1998, there may be occasions where information about you might be passed to these organisations.
- d. Any exchange of information will comply with the provisions of data protection legislation.

7 REPAIRS & MAINTENANCE

Your Responsibilities

7.1 You are responsible for keeping your home in a good condition and doing necessary repairs.

7.2 You are responsible for any alterations of home improvements you make.

7.3 You are responsible for keeping your garden tidy and in good condition

7.4 You must repair, renew or replace as necessary any parts of the structure, installations, fixtures or fittings inside or outside the building that are damaged by you, a member of your household or someone you have allowed into the property, including children. (See note d.)

7.5 The following items will be provided at the start of your tenancy. After that it is your responsibility to repair or replace them:

- i) door handles and latches
- ii) sealant around basins, baths, showers and kitchen work surfaces
- iii) cylinder jackets where the hot water tank is not pre-insulated
- iv) toilet chains/handles
- v) drawer handles
- vi) door numbers and letter plates
- vii) glazed tiles around the bath, basin, shower and sink
- viii) curtain battens
- ix) Fuses, bulbs and batteries

7.6 You are also responsible for repairing, renewing or replacing the following items:

- i) cupboard catches and handles
- ii) keys to door and window locks
- iii) plugs and chains to sinks, basins and baths
- iv) TV aerials (see note e.)
- v) surface damage to internal plasterwork
- vi) pelmets, curtain and picture rails
- vii) gate and shed latches, bolts and catches
- viii) lagging and other insulation material

ix) broken or cracked

7.7 You are responsible for carrying out the following activities:

- i) bleeding radiators
- ii) cleaning and removing limescale from baths, sinks, basins and showerheads
- iii) lubricating hinges and locks
- iv) adjusting doors when you have new carpets fitted.
- v) Mould on windows and tiles

NOTES

- a. If we carry out any urgent repairs that are your responsibility, we will charge you a reasonable cost, including administration costs.
- b. We will recharge you for any repairs that we consider to be your responsibility if you ask us to fix them. We may apply our discretion when a Crime number is provided
- c. If you fail to carry out any repairs for which you are responsible, we may give you 28 days notice to do so. After this, we will carry out any outstanding work and charge you for doing so.
- d. Please see the Councils Housing Recharge Policy for further information on repairs we will recharge you for.
- e. If you do not pay, we may request a Money Judgement Order against you which could affect your ability to obtain credit in the future.
- f. You must have repairs that are your responsibility carried out by a competent and suitably qualified person. We reserve the right to inspect repairs after completion.
- g. We will maintain communal TV aerials in flats and maisonettes.
- h. If you have circumstances which make it difficult for you to carry out any repairs for which you are responsible, please contact you're the Repairs team.
- i. We may be able to do the repair and charge you a reasonable cost, or advise you of a voluntary i. in relation to moisture building

- 7.8 You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks. You are responsible for replacing keys, locks or fobs when they are lost or stolen or when you get locked out. We will recharge you if you ask us to carry out a lock change.
- 7.9 You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage.
- 7.10 You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible because you have provided it yourself.
- 7.11 You must take reasonable steps to prevent pipes freezing in winter, particularly by using any heating which we have provided in your property.
- 7.12 You are responsible for properly and adequately installing and repairing a washing machine, dishwasher or tumble dryer, and for any extra replacement pipework that may be required. This includes water supply pipes, vents and any related electrical connections and connecting any gas appliances you own. If you do not properly and adequately install a them and damage is caused we may recover any costs that we incur.
- 7.13 You are responsible for ensuring that any energy efficiency saving mechanisms such as loft insulation is not tampered with.
- 7.14 You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin or toilet) or external drains and to remove any blockages if they occur. You must also clean any blockages in your washing machine, dishwasher or tumble dryer.
- 7.15 If you have an open fire, you must sweep and keep clean and clear chimneys and fireplaces.
- 7.16 You are responsible for any step, path or paving that is not an essential means of access to your property.
- 7.17 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property.

NOTES

- i. in relation to moisture building up, reasonable steps include the following:
- keeping the property well ventilated, in particular your bathroom and kitchen as a result of bathing, washing, indoor drying of clothes and cooking. This means opening windows and doors and using any extractor mechanisms that may be in your property
 - not using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture without proper ventilation during and after use
 - not blocking or obstructing air vents or other means of ventilation
 - keeping the property sufficiently heated by using any heating we have provided in your property not overcrowding your property
 - preventing damage to woodwork and plasterwork by regularly wiping down and drying any surfaces and windows where moisture settles. If mould growth develops, you must clean it off using a fungicidal solution
- j. If you have a burst pipe, put something under the leak to catch the water, turn off the water supply at the stop-tap and telephone the Repairs Contact Centre.
- k. We will advise you of the location of the stop-tap at the start of your tenancy. If you need any further advice, please contact your Housing Office.
- l. Gas appliances must be installed by a registered gas fitter. Ask your Repairs team for advice.
- m. We advise you to insure the contents of your home. Ask your Housing Officer for advice on our insurance scheme for tenants
- n. In the interests of fire safety, you must not remove or replace any internal or external doors and any door closers fitted to fire doors without our written permission.
- o. Please do not put anything down you sinks, toilets or drains that are likely to cause blockages. Eg, cooking fat/ wet wipes – You will be recharged a reasonable cost for any work we undertake if we find that your actions caused the blockage.

- 7.18 You are responsible for repairing or maintaining any battery operated smoke detectors that we have installed.
- 7.19 You are responsible for repairs which would have not been necessary if you

Telling us about repairs

- 7.20 You must contact us as soon as you are aware of a problem and not delay.
- 7.21 When contacting us about a repair you think we may be responsible for, you must describe the problem and where it is, how long it has been there and how it has affected you.
- 7.22 You must make us aware of any materials that may be hazardous to health, such as damaged asbestos, or any broken electrical equipment we own and are responsible for maintaining.
- 7.23 You must be at home at your appointment time if we need you to provide access.

- p. Damage to neighbouring properties may also be deemed your responsibility depending on the circumstances eg: water from a flat above due to a leaking washing machine
- q. You must not make any changes to the structure of the property, its fixtures, fittings, doors, boundary fence or wall or anything connected with the provision of services to the property.
- r. You must not remove or disconnect any mains-operated smoke detector that we have installed and it will be maintained by us.
- s. If we carry out the work in either of the cases described in 7.18 and 7.19 we will charge you the costs of the extra work incurred.
- t. You must contact us as soon as you are aware of a repair for which we are responsible for.

NOTES

- a. We cannot repair your property unless you have contacted us to say what you think is wrong. We cannot accept any liability to repair your property until you have contacted us. This applies to your home and to communal areas
- b. When telling us about a problem, you must make clear how and when we can contact you in response (for example, give us any relevant home or work telephone numbers)
- c. If you do not contact us about possible disrepair, we will not accept that you have given us a appropriate notice for us to visit and carry out the work needed.
- d. If you cannot keep your appointment for any reasons please

FURTHER INFORMATION

- a. For our workforce and contractor's health and safety we ask that you refrain from smoking immediately before and whilst your repair is being carried out.
- b. Whilst our workforce or contractor is carrying out repairs in most circumstances we ask that you ensure that there is always an adult present for the duration of the repair.
- c. When we do need the property to be vacant to complete some repairs eg Asbestos removal, we will notify you beforehand.
- d. The Right to Repair Regulations provide that, in certain circumstances, if we do not carry out repairs within a set time, you can ask us to arrange for another contractor to do the work. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact the Repairs Contact Centre, or the Citizens Advice Bureau for more information.

Access for the purpose of inspection and repair

- 7.24 You must allow us access for any repairs or improvements that the Council deem to be essential. If you refuse access then the Council will seek a Court order instructing you to give access. You must comply with this order; if you don't it may result in possession action for breach of tenancy which could result in eviction.
- 7.25 You must allow us access for specific services such as gas servicing, electrical testing or alarm equipment we have provided. If you refuse to allow us access to carry out what we consider to be essential repairs we will use enforcement action against you to gain entry.
- 7.26 You must keep appointments that we have agreed with you to complete repairs. If you break two or more consecutive appointments we may charge you to recover our costs.
- 7.27 You must take steps to store or protect your possessions while repair work is being done.
- 7.28 You must make sure that when we come to work in your property or garden it is clean and free of any human or animal bio hazards or chemicals that could harm an employee. Work may not be done if it is considered to be a hazardous environment for us to work in and we may charge you a call out fee.
- 7.29 You must make sure you notify us in writing if something is damaged as a result of our repairs within 28 days from the time it was damaged or when you first became aware it was damaged.

NOTES

- a. In an emergency, such as a flood, we may take immediate action to gain entry to your home to limit damage to your property or adjoining properties.
- b. We will give advance notice whenever possible; if you delay giving us access we may recharge you for any associated costs.
- c. If we visit you and you are out, will leave a card to say we have been.
- d. We will require access every 12 months to service gas appliances. If you do not allow us access, we may take immediate action to gain entry to do the work.
- e. Always ask to see the identity card of anyone who calls at your home to carry out repairs and claims to work for us. If you are not sure that they work for us, do not let them into your home and telephone the Repairs Contact Centre for confirmation.
- f. We recommend that you insure valuable items against accidental damage.
- g. We may not accept liability for any alleged losses if you do not notify us as specified.

Provision of temporary alternative accommodation during major works

- 7.30 Sometimes the nature of the repairs that need to take place means that we need to have vacant access to your property. If your repairs fall into this category, we will inform you and you must vacate the property for the period we advise is necessary.
- 7.31 If we do not say we need vacant access to your property, you must decide whether you want to stay there during any works or find yourself

NOTES

- a. If you choose to remain in your property during such repairs, you accept that you do so without responsibility from us to provide you with temporary substitute facilities.
- b. If you have to vacate your property in some circumstances we will assist with a range of alternatives, including temporary alternative accommodation. We will not be able to carry out certain types of repairs at your property until you have vacated and our responsibilities for these repairs may be suspended during this period.
- c. We will try to find temporary accommodation that is similar to your own but we cannot guarantee this.
- d. If you do not accept a temporary property we offer you, you must at the same time tell us in writing whether or not you want us to continue looking for an alternative. If you do not make this clear, we will assume that you want us to continue looking and therefore some of your repairs will continue to be postponed.

8 KEEPING CLEAN AND TIDY

You, your friends and relatives and any other person living in or visiting the property (including children) must:

- 8.1 Take reasonable steps to keep the property, garden and communal areas free from rats, mice and other pests. (See note a. on this page)
- 8.2 Keep the property, garden and communal areas clean and free from rubbish and/or excessive amounts of goods to include pet faeces. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish, we may also take you to court for breach of your tenancy conditions.
- 8.3 For your safety do not leave any personal belongings or rubbish in shared stairways, halls and landings, drying rooms and bin stores. These items are a potential fire hazard and may obstruct your safe access in the event of a fire. We will remove anything you leave in these areas and charge you for the work. (See note b.)
- 8.4 Keep the property, garden and communal areas free from bad smells. (See note c. on this page)
- 8.5 Keep all shared areas free from obstructions.
- 8.6 Telephone the Repairs Contact Centre immediately if the drains of the property become blocked. (See note d.)
- 8.7 Dispose of household rubbish in the appropriate way, for example using the refuse chute in flats, placing rubbish in communal refuse bins, wheelie bins and leaving it outside your home on the correct day for the refuse collectors. (See note e.)
- 8.8 Not dump rubbish or fly tip.

NOTES

- a. You must tell Worcester Regulatory Services (pest control) and your Housing team immediately if your home becomes infested with rats. They will also give advice and guidance on other pests. Please see useful contacts page
- b. If we move items, we will not be responsible for any loss you may suffer.
- c. Bad smells do not include cooking smells.
- d. We will clear blocked drains as soon as possible. If you have caused the blockage by not using the drains properly, for example, by pouring fat or grease down the sink or toilet or flushing inappropriate sanitary items or nappies or wet wipes down the toilet, we will charge you a reasonable cost for the work.
- e. The Councils Environmental Services team can provide you with advice on where to put your weekly refuse and how to dispose of bulky items.

9 HEALTH AND SAFETY

For health and safety reasons you, your friends and relatives and any other person living in or visiting the property (including children) must not:

- 9.1 Use portable oil (except oil-filled radiators), paraffin, gas cylinder heaters or solid fuel heaters (log burners) in flats.
- 9.2 Store inflammable materials or gas in the property, garage, or the garden.
- 9.3 Store or repair any vehicles which are powered by petrol, diesel or paraffin in shared areas.
- 9.4 Store any appliances which are powered by petrol, diesel or paraffin in the property, except lawn mowers and garden strimmer's.
- 9.5 Interfere with any equipment which is there for health and safety purposes, for example, for detecting or putting out fires in the property, door entry systems and closed circuit television.
- 9.6 Interfere with any gas or electric supplies
- 9.7 Damage or overload lifts.
- 9.8 Do anything in the property which could cause a danger to anyone in the property or in the local area. (See note e & f.)
- 9.9 Throw anything through the windows of the property or from balconies.
- 9.10 Smoke in the internal shared areas of any building or allow other members of your household or visitors to your property to do so.
- 9.11 Smoke in your home when we visit you.
- 9.12 Block, obstruct, create or leave any hazard on any landing, corridor, stairwell, lift, chute room, fire escape, pathway or any other communal area. (to include bikes, mobility scooters and pushchairs).
- 9.13 Wedge open any fire or security door
- 9.14 Leave used syringes in areas where people in the local area may come into contact with them. Syringes must be disposed of safely. (See note h.)
- 9.15 Let anyone you don't know into the shared areas, for example, in blocks where there are external locked doors.
- 9.16 Place anything on a window ledge or balcony

NOTES

- a. If you wish to use a portable oil (except oil-filled radiators), paraffin, gas cylinder heaters or solid fuel heaters (log burners) you must obtain our written permission first.
- b. We advise you to fit a smoke alarm if there isn't one fitted in the property and to check it regularly and replace the batteries when necessary. The Fire Service will offer further help and advice on fire safety.
- c. If you have a powered mobility vehicle, you wish to store in a communal area, please contact your Housing Officer to discuss a safe location to leave it.
- d. We will give advice on any problems related to health and safety.
- e. This may include storing large quantities of inflammable material such as paper.
- f. It is advisable not to store items in the loft space; most lofts contain asbestos which may get disturbed when storing items, which may also get contaminated. The Council will not take responsibility for the cost of damaged items.
- g. Please contact Worcester County Council for further advice on the safe disposal of syringes and medical waste.
- h. Always make sure you know who callers are before you let them into your home.
- i. Tenants with shared access should follow the Fire Information provided.

which could be a danger to anyone living in the property or in the local area.

- 9.17 Shake mats or carpets from the windows or balconies.
- 9.18 Feed wild pigeons or squirrels outside the property or on balconies.
- 9.19 Have barbeque's inside your property, on balconies or in shared areas (to include gardens).
- 9.20 You must advise us if the gas or electricity meters have been removed or tampered with by anyone.

10 PETS & ANIMALS

You, your friends and relatives and any other person living in or visiting the property (including children) must not:

- 10.1 Keep any animal which has been classified as dangerous under the Dangerous Wild Animals Act 1976, the Dangerous Dogs Act 1991 or the Dangerous Dogs (Amendment) Act 1997.
- 10.2 Keep livestock at the property.
- 10.3 Keep any animal which we feel is unsuitable. Your Housing Officer will advise you on whether an animal is unsuitable. (see note a.)
- 10.4 Allow your pets to cause a nuisance, for example, fouling communal areas such as lifts, stairs and landings, and making excessive noise such as barking.
- 10.5 Keep more than a reasonable number of pets.
- 10.6 Breed any animals or birds at the property causing a nuisance to neighbours and a risk to health.
- 10.7 Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including Council employees. Animals must be kept under proper control at all times.
- 10.9 Allow your home, garden or communal areas to become contaminated with animal excrement. You, your friends and relatives and any other persons living in or visiting your property (including children) must:
- 10.10 Obtain our written permission to use your home or garden to breed animals.
- 10.11 Be responsible for providing and maintain any fencing specifically required

NOTES

a. When considering what is reasonable and suitable, we will have regard to (amongst other things):

- the type and size of your pets
- the type and size of your home
- the number of people living in your home
- access to the road and open space
- hygiene
- the welfare of the animal.

b. If you live in a house, you can keep pigeons/birds in a pigeon loft or aviary. You must obtain our written permission to do so and we may consult your neighbours for their consent. We may withdraw our permission if the pigeons/birds cause a nuisance.

c. We will ask you to remove any animals that you do not have our permission to keep through these Conditions of Tenancy or any animal which is unsuitable or causes a nuisance. If you do not remove any animal that you do not have our permission to keep, or any animal which is unsuitable or causes nuisance, we will take court action to remove it and we may take action to repossess your home. We will charge you a reasonable

11 GARDENS

- 11.1 You must keep all garden areas for which you are responsible neat and tidy and free from rubbish.
- 11.2 If you fail to keep your garden tidy and free from rubbish, we may carry out any necessary work, charge you reasonable costs for doing this. We may take legal action against you if you fail to do so.
- 11.3 You must not build a garage in your garden without obtaining our written permission.
- 11.4 You must not put a greenhouse or shed in a shared gardens or communal land.
- 11.5 You must not put a large greenhouse, shed or outbuilding in your garden without obtaining our written permission first. (See note a.)
- 11.6 You must not remove, alter, replace or plant any boundary hedge or fence at the property without obtaining our written permission first.
- 11.7 You must not plant, shrubs, plants, or trees that are likely to cause a nuisance to neighbours, or damage property.
- 11.8 If you become aware of any shrubs, plants or tree's that are likely to or are causing damage to property then please report it immediately to the Repairs Contact Centre.
- 11.9 If plants or trees do cause a nuisance, including overhanging neighbouring property, you must prune or remove them as necessary.
- 11.10 You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the garden area. If you do, we may remove the items and charge you a reasonable cost for doing this.
- 11.11 You must not pour hazardous substances, including oil and chemicals, down ordinary drains.
- 11.12 You must not light or burn bonfires in any garden, including shared gardens, or on communal land.

NOTES

- a. You may still need to obtain planning permission and meet building regulations. We reserve the right to ask you to remove any garage, shed, greenhouse or outhouse that causes a nuisance.
- b. You may be recharged for work that we must carry out if a boundary fence or hedge is removed/damaged and not replaced to a satisfactory standard.
- c. We may ask you to remove any fencing or boundary structure you have erected if, in our opinion, it is dangerous or it causes a nuisance. If you do not remove it, we may do so and charge you a reasonable cost.

12 VEHICLES & PARKING

You, your friends and relatives and any other person living in or visiting the property (including children) must not:

- 12.1 Build a parking space, garage or drive without our written permission.
- 12.2 Park any motor home, caravan, boat, trailer at the property without permission.
- 12.3 Receive payment for repairing any vehicle at the property. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.
- 12.4 Cause nuisance to neighbours or damage to pathways, drives and parking spaces through leakages or spillages, for example oil spillage when repairing your vehicle.
- 12.5 Park any vehicle, motor home, trailer, caravan or boat on any land belonging to us. If you do, we may remove the vehicle. You will be charged a reasonable cost for its removal. (See note e. on this page)
- 12.6 Park any vehicle on a grassed area.
- 12.7 Park any vehicle in an area not designated for parking, for example on the paved or tarmac area outside a block of flats.
- 12.8 Park any vehicle on a designated area set aside for emergency vehicles, or park in any area which would block access for emergency vehicles or refuse collection vehicles.
- 12.9 Store or repair motorbikes inside your property or in the shared areas.
- 12.10 Sell, rent or give away a parking space which we provide for you.
- 12.11 Double park vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the emergency services' vehicles.
- 12.12 Allow anyone, other than your family, visitors and friends, to park at the property.
- 12.13 Put up any signs reserving car parking spaces near your property.

NOTES

- a. Parking on our estates in certain areas can be in short supply and is made available on a first come first served basis. Officers are unable to get involved in parking disputes but will where ever possible help to resolve problems.
- b. The County Council provides a vehicle access scheme known as a dropped kerb scheme; to construct access for parking on your property. There are certain conditions you must meet to include having written permission from the Council to agree that you can park a vehicle on your property.
- c. If we give our permission to build a parking space, garage or drive, it must be built to a standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance.
- d. We will not be responsible for damage to your vehicle if we have to remove it.
- e. You are permitted to store a battery operated mobility scooter in your home.
- f. There are no reserved spaces other than disabled parking bays.
- g. The Council has a disabled parking scheme for people with disabilities, for those that are eligible a space will be marked for them, however, they are unenforceable and residents are asked to be respectful towards those that have been designated a space.
- h. Any vehicles parked on Council land to include parking bays must be roadworthy, have an MOT taxed and insured

13 USE OF YOUR HOME

- 13.1 You, your friends and relatives and any other person living in or visiting the property (including children) must not use the property other than as a private home.
- 13.2 You must obtain our written permission before you run a business from the home.
- 13.3 Periodically you may be required to produce identification and provide evidence that you occupy the property and details of anyone else living with you on a permanent or temporary basis.
- 13.4 Periodically you will be required to provide access to the property for the purpose of carrying out a tenancy check.
- 13.5 You must take reasonable steps to prevent noise transferring from your home to any adjoining properties. This may include laying carpets or fitting other floor insulation.
- 13.6 You should tell us in writing if you will be away from your home for more than four consecutive weeks.

NOTES

- a. You must not run a business from your home without our written permission.
- b. Once you have our permission you may need to obtain additional permission, including planning permission, and you may be liable for business rates. It is your responsibility to ensure relevant permissions are granted and you are registered to pay business rates.
- c. We will withdraw our permission if:
 - the relevant permissions are not granted
 - after permission is granted, the business causes a nuisance.
- d. You cannot use wheelie bins for any waste disposal relating to a business you are running.
- e. If you leave your home without telling us, we may consider the property as abandoned and take steps to end your tenancy and regain possession of the property.

14 ENDING YOUR TENANCY

When you move out of the property, you must:

- 14.1 Give us four weeks written notice that you want to leave the property.
- 14.2 Give us all the keys to the property, including keys for window locks and security fobs to the door entry system where appropriate by midday on the first working day after the tenancy end date (normally a Monday). If you do not return your keys by this time we reserve the right to charge you rent and other charges for any additional period until the property keys have been returned to us.
- 14.3 Give us vacant possession at the end of your tenancy. No other individual should be in occupation after the notice period has expired.
- 14.4 Pay all rent and other charges up to the date of the end of your tenancy, including any arrears from previous tenancies.
- 14.5 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If you leave anything behind we will charge you for the disposal
- 14.6 Leave the property and garden in a clean and tidy state. If you do not, we will charge you for cleaning up after you.
- 14.7 Provide us with a forwarding address and any future address.
- 14.8 If you remove any improvements, fixtures, fittings you installed, you must put the property back to the way it was before you installed them. If you do not, we will charge you for putting it right.
- 14.9 Allow us access to inspect your property during the notice period.
- 14.10 Ensure you remove and carry out any work that we have asked you, this may include the removal of any major improvements eg: conservatories or outbuildings eg: garages or sheds you have had permission for. If you do not we will recharge you the cost of removal.

NOTES

- a. When a sole tenant dies, we will allow extra time to enable the property to be cleared. Any outstanding debts should be paid from a deceased tenant's estate. Further advice is available from your Housing Officer.
- b. We will charge you the reasonable cost of all repairs to include replacement keys for which you are responsible and repairs that are needed because you abandoned the property.
- c. We will take steps to evict anyone else who you have left at the property.
- d. If you are a joint tenant the whole tenancy will end if you or another joint tenant ends the tenancy. You may not have an automatic right to continue living in the property or to an alternative property.
- e. If you do not pay any rent or any other charges owing to us when you end the tenancy, we will go to court and ask for a Money Judgement Order to recover the debt. This may affect your ability to obtain credit in the future. It may also affect your ability to obtain accommodation with us or another landlord in the future
- f. We will take reasonable steps to contact you regarding items left at the property

14 ENDING YOUR TENANCY

When you move out of the property, you must:

- 14.1 Give us four weeks written notice that you want to leave the property.
- 14.2 Give us all the keys to the property, including keys for window locks and security fobs to the door entry system where appropriate by midday on the first working day after the tenancy end date (normally a Monday). If you do not return your keys by this time we reserve the right to charge you rent and other charges for any additional period until the property keys have been returned to us.
- 14.3 Give us vacant possession at the end of your tenancy. No other individual should be in occupation after the notice period has expired.
- 14.4 Pay all rent and other charges up to the date of the end of your tenancy, including any arrears from previous tenancies.
- 14.5 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If you leave anything behind we will charge you for the disposal
- 14.6 Leave the property and garden in a clean and tidy state. If you do not, we will charge you for cleaning up after you.
- 14.7 Provide us with a forwarding address and any future address.
- 14.8 If you remove any improvements, fixtures, fittings you installed, you must put the property back to the way it was before you installed them. If you do not, we will charge you for putting it right.
- 14.9 Allow us access to inspect your property during the notice period.
- 14.10 Ensure you remove and carry out any work that we have asked you, this may include the removal of any major improvements eg: conservatories or outbuildings eg: garages or sheds you have had permission for. If you do not we will recharge you the cost of removal.

NOTES

- a. When a sole tenant dies, we will allow extra time to enable the property to be cleared. Any outstanding debts should be paid from a deceased tenant's estate. Further advice is available from your Housing Officer.
- b. We will charge you the reasonable cost of all repairs to include replacement keys for which you are responsible and repairs that are needed because you abandoned the property.
- c. We will take steps to evict anyone else who you have left at the property.
- d. If you are a joint tenant the whole tenancy will end if you or another joint tenant ends the tenancy. You may not have an automatic right to continue living in the property or to an alternative property.
- e. If you do not pay any rent or any other charges owing to us when you end the tenancy, we will go to court and ask for a Money Judgement Order to recover the debt. This may affect your ability to obtain credit in the future. It may also affect your ability to obtain accommodation with us or another landlord in the future
- f. We will take reasonable steps to contact you regarding items left at the property

15 WRITTEN PERMISSION

15.1 You must obtain our written permission before you:

- i) Carry out alterations to the property.
- ii) Build a garage in the garden
- iii) Park a car, motorcycle, caravan or trailer in the garden
- iv) Install a drop kerb
- v) Put up or change a wall or fence
- vi) Cut down or remove any trees, or plant any trees or shrubs, for example leylandii, that could damage the property or a neighbouring property
- vii) Put a greenhouse, shed or outbuilding (over six square feet) in the garden.
- viii) Put a greenhouse, shed or outbuilding in a shared garden.
- ix) Put in a water meter.
- x) Fit any security gates, doors, window shutters, security bars or grilles, or other security fittings to windows and where it is safe for them to be fitted.
- xi) Fit an aerial, satellite dish or receiving antennae other than a conventional television aerial.
- xii) Fit CCTV cameras or security systems.
- xiii) Lay underground cables.
- xiv) Fit a camera or any other type of surveillance equipment.
- xv) Run a business from home.
- xvi) Use a portable oil, paraffin, gas cylinder heater or solid fuel heater (log burner).
- xvii) Build a parking space or drive.
- xviii) Remove, alter, or replace any boundary walls, hedges or fences.
- xix) Sub-let any part of the property.
- xx) Exchange or transfer your home.
- xxi) Build a pigeon loft or aviary.
- xxii) Install a gas supply to a property that did not have a gas supply at the start of the tenancy
- xxiii) Install any gas appliance other than a cooker, refrigerator, tumble dryer or washing machine.

NOTES

- a. When a sole tenant dies, we will allow extra time to enable the property to be cleared. Any outstanding debts should be paid from a deceased tenant's estate. Further advice is available from your Housing Officer.
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- f. We will take reasonable steps to contact you regarding items left at the property

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Housing Tenancy Agreement and Conditions – Outcome of Consultation

Tenant Handbook – Outcome of Focus Group

Background:

It is vitally important to the Council as a Landlord that before new important documents are introduced, residents/tenants feedback is obtained to ensure that the information we provide is easy to understand. Legal documents such as these can be confusing.

The housing tenancy agreement and conditions survey was launched on 13th August 2019 and ran until 16th September 2019. Please see Appendix 1

The survey was predominately on-line, however, paper copies were made available for completion by those that did not have access to the internet.

As the housing tenancy agreement and conditions content is laid out in law, the purpose of the survey was in relation to how well the document is laid out, how easy it is to follow, if tenant and landlord responsibilities are clear, and if the information/notes are helpful.

In addition to seeking feedback, the aim was to also raise awareness of the Housing Tenancy Agreement and Conditions documents and that changes are proposed.

In order to reach as wide an audience as possible, the following communication plan was undertaken:

Audiences and channels:

Tenants directly

- Who have previously asked to be involved in consultations, via email.
 - Who we engage with in the field (locality, repairs and maintenance, home support, etc.), and via direct 'in person' contact including leaving a leaflet.
 - Who receive letters from us during the period, via leaflet insert.
- Staff
 - Via Oracle & line management.
- Members
 - Via email
- Newspaper readers
 - Via press release.
- Social media audiences
 - Who are reached, via content
 - Who comment seeking response, via conversation where appropriate.

Communications Plan

- Part 1: Begin rollout of all communication in weeks 1-3, including a portion of ad spend
- 'Pause at end of week 3'
- Part 2: Review metrics and assess whether any additional promotional activity is required.

Communication Materials

- Optimised web page for the consultation survey, under the relevant Housing page of the website, category tagged to be available via www.redditchbc.gov.uk/consultations.
- Press release
- Designed and printed "leaflet" to be left with tenants (& for leaflet display, potentially)
- Social content

Communication Measures

- Social media numbers
- Quantity/success rate of leaflet distribution
- Survey response numbers

Outcomes:

Social media numbers

Part 1: Facebook – General audience, text and image: 12,076 people saw the post and 522 engaged, e.g. clicked on it, commented, shared it – cost £125. Paused - week 3 to review measures. Part 2: Facebook - Targeted 3 age groups, young 18-35, middle aged 35 -55 , 55 and older to ensure that we covered all age, similar text and image was slightly altered – cost £125

- Age 55+ - 5,710 people saw the post and 242 engaged
- Age 35-55 - 4,274 people saw the post and 109 engaged
- Aged 18-35 - 2,214 people saw the post and 119 engaged.

All of the face book posts had the desired affect we had satisfactorily reached **24,274** face book accounts with **992** engagements. These numbers for Facebook are considered to be high in comparison with any other Council related social media interactions. Meaning people were interested and saw it. Total cost £250.00.

Other promotion:

Following an email to all Councillors to promote the survey, Communications saw that a good numbers of Councillors shared on Facebook in an attempt to increase who saw it.

Housing Officers hand delivered leaflets whilst out on their patches and delivered approximately **450** spread across the borough and were sent out with general post/email correspondence.

Promotional posters were displayed in outlining public offices with Customer Services promoting the survey.

From the halfway point we were able to identify from the website the number of people clicking onto the survey **136 tenants and none tenants 64**. A total of **200** people, twice as many tenants than none tenants.

Outcomes:

The final figures that completed the surveys are:

	Partials (no info)	Complete (some/full info)
Tenants	218	70
Non-tenants	80	18
Total	298	88

The number of people that actually engaged with the survey is **386** although only **88** fully completed the survey.

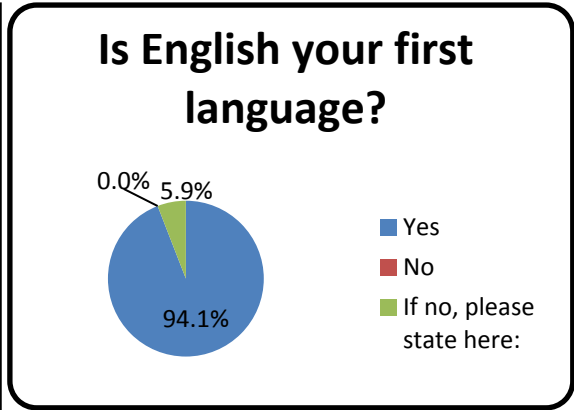
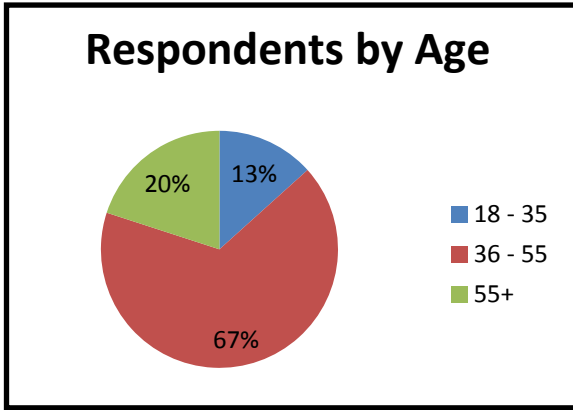
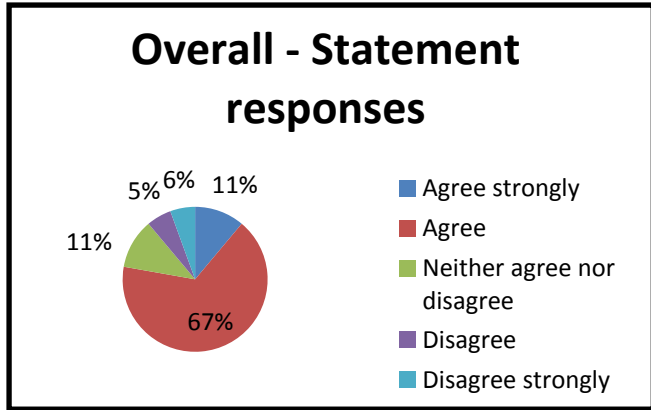
288 were tenants and **98** none tenants.

Although the numbers of respondents in comparison with the number of opportunities to respond is disappointing, upon reflection we accept that many tenants and none tenants may not have had either the time or the interest to read through a lengthy document in order to make comment. For those that did respond a number of positive and negative comments were received (please see end of this document), some reflected on the specifics of the document which will help to shape the final version and others were more service specific which will be looked into further by the relevant team manager.

Responses to questions:

The Future of Redditch Borough Councils Tenancy Agreement - Non Tenants

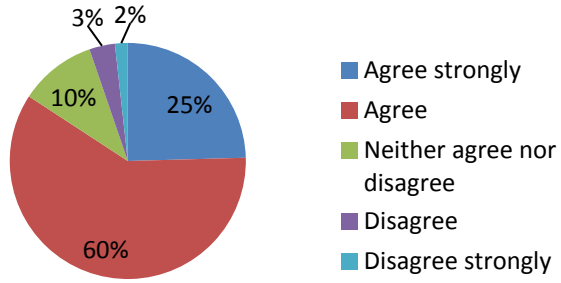
How much do you agree or disagree with the following statements?								
Answer Choice		Agree strongly	Agree	Neither agree nor disagree	Disagree	Disagree strongly	Response Total	
Please select								
1	The document is well laid out	2	12	2	1	1	18	
2	The document is easy to follow	3	12	2	0	1	18	
3	Tenants responsibilities are clear	4	8	2	2	1	17	
4	Landlords responsibilities are clear	3	11	2	0	1	17	
5	The notes/information are helpful	2	9	4	0	1	16	
If you disagree with any of the statements please explain why:							4	
							<i>answered</i>	18
							<i>skipped</i>	0



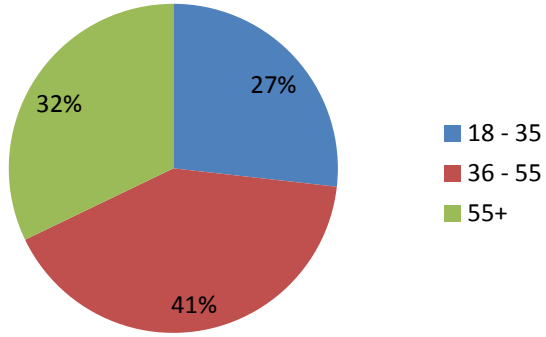
The Future of Redditch Borough Councils Tenancy Agreement - Tenants

How much do you agree or disagree with the following statements?								
Answer Choice		Agree strongly	Agree	Neither agree nor disagree	Disagree	Disagree strongly	Response Total	
1	The document is well laid out	14	34	6	2	1	57	
2	The document is easy to follow	12	37	5	3	0	57	
3	Tenants responsibilities are clear	19	29	7	2	0	57	
4	Landlords responsibilities are clear	16	33	4	2	0	55	
5	The notes/information are helpful	16	30	8	2	1	57	
If you disagree with any of the statements please explain why:							6	
							<i>answered</i>	59
							<i>skipped</i>	11

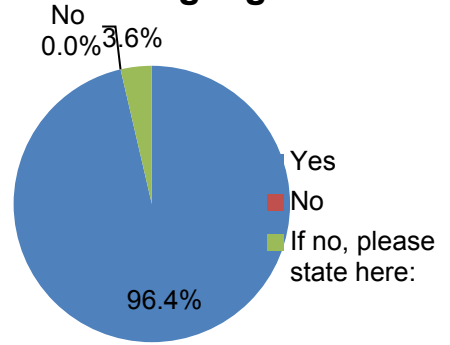
Overall - Statements responses



Respondents by Age



Is English your first language?



Conclusion:

In conclusion the survey results are as follows :

- 83% of the people that responded agreed that the document was well laid out, 21% agreed strongly.
- 85% of the people that responded agreed that the document was easy to follow, 20% agreed strongly
- 81% of the people that responded agreed that the tenants responsibilities in the document were clear, 31% agreed strongly
- 87% of the people that responded agreed that the landlords responsibilities in the document were clear, 26% agreed strongly
- 76% of the people that responded agreed that the notes/information in the document are helpful, 24% agreed strongly

Overall; 83% of all responses received, agreed with the statements regarding the proposed document with 25% of people strongly agreeing. It is therefore recommended that subject to suggested amendments and further document word checks, that the Housing Tenancy Agreement and Conditions are adopted.

In addition the lowest response rate in terms of agreement is in relation to the notes/information being helpful. As it is the intention to also introduce a Tenants Handbook, this should mitigate the need for additional notes/information within the legal document. To understand our tenant's views on this during the survey they were asked if they would like to attend a focus group to discuss the implementation of a Tenants Handbook and a Rechargeable Repairs Policy. In total 26 people said they would like to, and provided their details.

All 26 people were contacted and 16 people confirmed that they were interested in attending a focus group. Please see section on Tenant Handbook for the outcome of the focus group (NB: Rechargeable Repairs Policy is covered in a separate report).

Tenants Handbook:

A draft Tenants Handbook has been created to support the Housing Tenancy Agreement and Conditions of Tenancy providing more detailed information and advice for Housing Tenants. Although this document is not being submitted to members for full approval we are seeking members support for this. As part of the survey we asked if people were willing to attend a focus group to discuss the document in more detail.

On Tuesday 14th September 2019, 6pm – 8pm Housing Officers facilitated a focus group with 10 residents, 9 tenants and 1 none tenant in attendance; they were divided into 3 groups. The following questions were asked which also includes their responses;

Housing Focus Group Feedback Forms: **TENANTS HANDBOOK**

No	Question
1	<i>Do you think it is necessary to provide tenants with a Handbook in addition to the conditions of tenancy?</i>
	Group: 1. No – it should be referred to in the tenancy agreement and conditions of tenancy 2. Yes – much more detailed than the tenancy conditions 3. Yes
2	<i>Do you think that all tenants should be provided with a hard copy?</i>
	Group 1: No – only if requested A hard copy should be available in communal blocks, e.g. Bentley Close, Harry Taylor. Group 2: If tenants request a hard copy then they should have one. A copy could be provided via email, give people the option Group 3: Inclusions, language, digital, but majority on line Carbon footprint. Include a disclaimer to say information correct at time of printing
3	<i>Do you think we should encourage tenants to look on the website?</i>
	Group 1: Yes – advised where you can use a computer, e.g. Town Hall, Library Refer to at sign up/request at sign up. Group 2: Yes – encourage to look on website but ensure those who don't have access to internet can have a hard copy. Group 3: Yes – local paper updates, could be a news letter Understand the need for digital inclusion, offer inclusive ways of looking at the handbook Saves time for the organisation and tenant as can follow links to other agencies.

4	<i>What do you like about the handbook?</i>
	<p>Group 1: Presented ok</p> <p>Group 2: Diagrams for repairs, useful information e.g. How to bleed a radiator Size of print is good/easy to read Like the contents sections.</p> <p>Group 3: Like the repairs sections, jobs can be done yourself as per diagrams, Like the how to quick guides, can give better diagnostics of repairs saving time Rent section good explanation Like the font.</p>
5	<i>What do you dislike about the handbook?</i>
	<p>Group 1: Would like more clarification where it talks about officer discretion Would like it to be publicised that it is an addition to the Tenancy Agreements not the terms and conditions of tenancy Where it states adequate parenting, what is classed as adequate parenting? Think this should be taken out Needs to be proof read before printed, published Where it states 'no smoking' in communal areas should also say 'no vaping' Layout needs to be more clearer Bullet points on original format That it states flats above ground/1st floor should have laminated flooring shouldn't be stipulated when tenants find this cheaper/preferred option</p> <p>Group 2: No comments made</p> <p>Group 3: Duplication of contact numbers, would like numbers upfront, take off to reduce number of pages.</p>
6	<i>Do you think anything is missing that would be useful information?</i>
	<p>Group 1: No comments</p> <p>Group 2: No comments</p> <p>Group 3: Define responsibilities of leaseholders</p>

At the end of the sessions the groups were asked to provide feedback. They collectively agreed that the Council should produce a Tenants Handbook that is available for all tenants via the website. Attendees were also advised that the intention going forward would be for the Housing Website to be based on the Handbook and a quick demonstration of how that could look was carried out. In conclusion they were all very much of the view that tenants should not automatically be sent a hard copy as this would be costly and potentially not all tenants would be interested in having a paper document in their homes, however, they did also feel that it was important to provide a copy to those tenants that didn't have access to the website or needed the document provided in a different font or language to overcome any diversity barriers.

The group attendees did present some general individual housing issues that were dealt with by officers, overall the evening was positive. It is therefore considered that the new Tenants Handbook (subject to suggested updates/amendments) be implemented along with the Housing Tenancy Agreement and Conditions, in addition to further development of a Tenants Handbook Housing website approach.

Survey Comments:

Non tenants

- I would include something explicit that deals with if a partner moves in, or moves out, in terms of adding on or removing a tenant. When a property is officially abandoned? At 4 weeks unless notified? Are there exceptions to this such as prison or hospital stays? Permission required to allow other non-family, non-tenants to stay, e.g. friends, as they would not be classed as lodgers under your definitions if they are not paying to stay there
- Tenants responsibilities need be highlighted and accompanied with tenant's handbook.
- This is an appalling document and is not legally compliant.
- I stopped reading it as it was boring. Whilst I understand that it is a formal document and legally has to be quite basic, it needs some kind of imagery or graphics (i.e. paw print by pet section, leaf for garden section) to assist people in reading it. Colour?
- You need to bring back rules for tenancy agreements and these should be monitored and strictly adhered too about being a nuisance to others.
- Yes as long as you enforce their tenancy agreement as I have been involved with tenants and the local team and have been brushed off drugs and anti-social behaviour and the police
- Section 8 - There is reference to charges to residents for failure to clear rubbish, and a reference to a court appearance for breach of conditions - May be worth highlighting what could happen from that - fines, eviction etc. In section 7.24, it states this could mean eviction. Also ASB legislation that can be used around not managing waste, so could use that rather than referencing tenancy agreement. Maybe re-word to reference other legislation may be used in addition to the tenancy agreement.
- There are many issues with this document, such as spelling and grammatical errors, apostrophes where there shouldn't be any, and commas and full stops missing through. Hanging vs non hanging paragraphs are not consistent:
- I am concerned that you are not excluding tenants from having dogs and cats in flats, maisonettes in any property without a secure back garden. My concerns are entirely to do with the animal's welfare. No rehoming centre would allow people to adopt an animal without a secure garden. Therefore I feel strongly that the council should also exclude tenants without a secure back garden from having dogs and cats. Dogs will and do bark which in flats is going to become a nuisance to other residents resulting in arguments, complaints etc. Much easier to exclude tenants from having them. The only exception possibly being guide and hearing dogs.

Tenants

- The council could put in a drop kerb for our drive, as my neighbour refused to go halves on the £1000 bill. As we live in an Industrial Estate, there has been an endless time our drive has been blocked by Lorries, and we can't get on or off due to it!
- Paying rent online used to show you how much your account was ahead or behind for rent when you typed in your account number
- What about pets in block of flats? Is it reasonable to allow this? I disagree I have a high sensitivity to cats! Yet 3 people in my block have them, I'm allergic to antihistamines so that's not no option for which in itself is a temporary option not a permanent option. So how are you going to help people like me? Because of this situation my asthma has gotten worse, my face feels, swollen, I feel constantly ill how is that fair on me or my kids. The stress of this situation has caused bad anxiety flare ups, my heart is becoming worse. This has also been caused by the anti-social behaviour and abuse I've been subjected to
- Errors noted:

- The old tenancies are also easy to follow. Only the council never take action. I have been living above an illegal sublet for 4 months who also works for the council. Nope nothing done. He did a flit off his own back. The law and my landlord should have protected me but it didn't. Useless unless the council actually used these agreements and actually took bad tenants to court. Old or new they are not worth the paper they are written on.
- Really should have been checked before putting out like this!
- Do the exterior rules apply equally to people who have bought their property Anti-social behaviour part
- States tenants cannot have wooden or laminate flooring in any flat above ground however what if the tenants don't have money to pay for carpets or have young children who are younger than five they are going to be loud and r potty training so having a carpet would put their health at risk I don't think this is a fair rule to have due to you not considering all the facts. When we signed our tenancy agreement it said nothing about not being able to have the floor we wanted and to change the 3 years later in unfair. For u not to considered the fact that kids do make noise during the day is unfair and should really be re thought we have been trying to move for over a year due to having to have laminate floors as we have been reported for anti-social behaviour before just because our kids are playing in the day time between 8-7pm. In my opinion this rule is totally unfair now if the council would like to supply use with carpet then fine but our finances cannot stretch to buying any other flooring then what we already have and having the flooring we do have is clean and bacteria free so ours kids cannot contract hand foot and mouth again as potty training comes with a lot of accidents and cleaning a wooden or laminate floor is a lot more obtain able then cleaning a carpet
- There are some spelling/grammar mistakes within the document.
- Item 7 needs to be carefully proof read. Words phrases missing or incomplete. Item 9.10 after "no smoking" I think "or vaping" should be added.
- Council do not keep exterior of houses in good repair.
- Much clearer than older agreement. Antisocial behaviour now clearly set out, with responsibilities and outcomes.
- Hope you the landlord stick to what your agreements state in the tenancy agreement and not fob tenants off. Also it wouldn't hurt your staff to ring tenants back when told they would
- The ownership of Pets and Animals is not at all clear with respect to tenants occupying 1 bed flats
- Lack window keys- none in my flat which I queried but no resolution therefore I do not open my public front windows. Other tenants have also confirmed they did not receive or find window keys- same in Batchley. Woodrow
- Are the council going to replace all kitchens that are falling apart before this goes through?

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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