



# Council

Mon 26 Jun

2023

7.00 pm

Council Chamber,  
Redditch Town Hall  
Walter Stranz Square  
Redditch  
B98 8AH

**REDDITCH** BOROUGH COUNCIL

*making  
a  
difference*

[www.redditchbc.gov.uk](http://www.redditchbc.gov.uk)

**If you have any queries on this Agenda please contact  
Jess Bayley-Hill or Jo Gresham**

**Town Hall, Walter Stranz Square, Redditch, B98 8AH  
Tel: (01527) 64252 (Ext. 3072 / 3031)  
e.mail: [jess.bayley-hill@bromsgroveandredditch.gov.uk](mailto:jess.bayley-hill@bromsgroveandredditch.gov.uk) /  
[joanne.gresham@bromsgroveandredditch.gov.uk](mailto:joanne.gresham@bromsgroveandredditch.gov.uk)**

## **GUIDANCE ON FACE-TO-FACE MEETINGS**

---

**Please note that this is a public meeting.**

**If you have any questions regarding the agenda or attached papers, please do not hesitate to contact the officer named above.**

### **GUIDANCE FOR ELECTED MEMBERS ATTENDING MEETINGS IN PERSON**

Meeting attendees are encouraged not to attend the meeting if they have common cold symptoms or any of the following common symptoms of Covid-19 on the day of the meeting; a high temperature, a new and continuous cough or a loss of smell and / or taste.

### **PUBLIC ATTENDANCE AT MEETINGS**

Members of the public are encouraged not to attend the meeting if they have common cold symptoms or any of the following common symptoms of Covid-19 on the day of the meeting; a high temperature, a new and continuous cough or a loss of smell and / or taste.

### **Notes:**

**Although this is a public meeting, there are circumstances when Council might have to move into closed session to consider exempt or confidential information. For agenda items that are exempt, the public are excluded.**



# Council

Monday, 26th June, 2023

7.00 pm

Council Chamber, Redditch  
Town Hall, Walter Stranz  
Square, Redditch B98 8AH

## Agenda

### Membership:

Cllrs:	Salman Akbar (Mayor)	Bill Hartnett
	Karen Ashley (Deputy Mayor)	Sharon Harvey
	Imran Altaf	Chris Holz
	Joe Baker	Joanna Kane
	Juliet Barker Smith	Sid Khan
	Joanne Beecham	Anthony Lovell
	Juma Begum	Emma Marshall
	Brandon Clayton	Kerrie Miles
	Luke Court	Gemma Monaco
	Matthew Dormer	Timothy Pearman
	James Fardoe	Jane Spilsbury
	Peter Fleming	Monica Stringfellow
	Alex Fogg	Craig Warhurst
	Andrew Fry	Ian Woodall
	Lucy Harrison	

### 1. Welcome

### 2. Apologies for Absence

### 3. Declarations of Interest

To invite Councillors to declare any Disclosable Pecuniary Interests or Other Disclosable Interests they may have in items on the agenda, and to confirm the nature of those interests.

### 4. Minutes (Pages 7 - 18)

### 5. Announcements

To consider Announcements under Procedure Rule 10:

- a) Mayor's Announcements

# Council

Monday, 26th June, 2023

- b) The Leader's Announcements
- c) Chief Executive's Announcements.

## **6. Questions on Notice** (Procedure Rule 9)

## **7. Motions on Notice** (Procedure Rule 11) (Pages 19 - 20)

## **8. Independent Persons - Standards Regime** (Pages 21 - 26)

## **9. Officer Appointment - Interim Section 151 Officer** (Pages 27 - 32)

## **10. Executive Committee**

### **Executive Committee Minutes - 21st March 2023**

**10 .1 Air Quality Enhanced Monitoring Options Report** (Pages 47 - 52)

**10 .2 Housing Policies** (Pages 53 - 202)

### **Executive Committee Minutes - 13th June 2023**

NOTE: Minute Item No. 13 – Compulsory Purchase of a Long Term Empty Property - in the minutes of the Executive Committee meeting held on 13<sup>th</sup> June 2023 has only been made available to Members and relevant Officers. Should Members wish to discuss the report in any detail, a decision will be required to exclude the public and press from the meeting on the grounds that exempt information is likely to be divulged, as defined in paragraphs 1, 2 and 3 of Schedule 12 (a) of Section 100 1 of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) Order 2006.

(Paragraph 1: Information relating to any individual.

Paragraph 2: Information which is likely to reveal the identity of any individual.

Paragraph 3: Subject to the “public interest” test, information relating to the financial or business affairs of any particular person (including the authority holding that information).)

## **10.3 Compulsory purchase of a long term empty property (Pages 221 - 234)**

NOTE: the entire content of this report has only been made available to Members and relevant Officers. Should Members wish to discuss the report in any detail, a decision will be required to exclude the public and press from the meeting on the grounds that exempt information is likely to be divulged, as defined in paragraphs 1, 2 and 3 of Schedule 12 (a) of Section 100 1 of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) Order 2006.

(Paragraph 1: Information relating to any individual.

Paragraph 2: Information which is likely to reveal the identity of any individual.

Paragraph 3: Subject to the “public interest” test, information relating to the financial or business affairs of any particular person (including the authority holding that information).)

## **11. Outside Body Appointments - West Mercia Police and Crime Panel**

To consider and approve changes to the nominations from the Council to the West Mercia Police and Crime Panel for the 2023/24 municipal year.

(For political balance reasons the lead representative and substitute must be from the majority political group on the Council).

## **12. Urgent Business - Record of Decisions** (Pages 235 - 236)

To note any decisions taken in accordance with the Council’s Urgency Procedure Rules (Part 9, Paragraph 5 and/or Part 10, Paragraph 15 of the Constitution), as specified.

There has been one urgent decision taken since the previous meeting of Council. This decision was taken on the appointment of and remuneration for the position of Managing Director of Rubicon Leisure Limited.

## **13. Urgent Business - general** (if any)

To consider any additional items exceptionally agreed by the Mayor as Urgent Business in accordance with the powers vested in him by virtue of Section 100(B)(4)(b) of the Local Government Act 1972.

(This power should be exercised only in cases where there are genuinely special circumstances which require consideration of an item which has not previously been published on the Order of Business for the meeting.)



## Council

Monday, 22 May 2023

## MINUTES

### Present:

Councillor Salman Akbar (Mayor), Councillor Karen Ashley (Deputy Mayor) and Councillors Imran Altaf, Joe Baker, Juliet Barker Smith, Joanne Beecham, Juma Begum, Brandon Clayton, Luke Court, Matthew Dormer, James Fardoe, Peter Fleming, Alex Fogg, Andrew Fry, Lucy Harrison, Bill Hartnett, Sharon Harvey, Chris Holz, Joanna Kane, Sid Khan, Anthony Lovell, Emma Marshall, Kerrie Miles, Gemma Monaco, Timothy Pearman, Jane Spilsbury, Monica Stringfellow, Craig Warhurst and Ian Woodall

### Also Present:

Mrs Ann Isherwood (Mayor of the Borough of Redditch 2022/23)

### Officers:

Peter Carpenter, Kevin Dicks, Claire Felton and Sue Hanley

### Principal Democratic Services Officer:

Jess Bayley-Hill

#### 1. APOLOGIES FOR ABSENCE

There were no apologies for absence.

#### 2. DECLARATIONS OF INTEREST

There were no declarations of interest.

#### 3. MAYOR'S OPENING REMARKS

The retiring Mayor, Mrs Ann Isherwood, provided an update on the civic engagements that she had attended since the previous meeting of Council and discussed the highlights of her year serving as the Mayor of the Borough of Redditch. Mrs Isherwood thanked Members, Officers, the public and her family for the support that they had provided to her during the year. Former Councillor, Tom Baker-Price, was also thanked for supporting her in his capacity as Deputy Mayor during the 2022/23 municipal year. In addition, Mrs

.....  
Chair

# Council

Monday, 22 May 2023

---

Isherwood thanked Mr Oli Glover-Waters for serving as her Mayoral cadet.

Members were advised that Mrs Isherwood had attended 320 official engagements and travelled 2,605 miles whilst serving as the Mayor of the Borough of Redditch. In total, she had raised £13,375 in support of her charity, Touchstones Support.

#### 4. ELECTION OF THE MAYOR FOR 2023/24

Nominations for the position of Mayor of the Borough of Redditch for the 2023/24 municipal year were received on behalf of Councillors Salman Akbar and Juma Begum.

On being put to the vote, Councillor Salman Akbar was elected Mayor of the Borough for the forthcoming year. He made the statutory declaration of acceptance of office verbally and then was invested with the Chain of Office. Councillor Akbar thanked the outgoing Mayor and, on behalf of the Council, expressed gratitude for the work she had carried out as an ambassador for the town.

#### **RESOLVED that**

- 1) **Councillor Salman Akbar be elected Mayor of the Borough of Redditch to serve until the next Annual Meeting of the Council; and**
- 2) **the Council formally express, and record, its gratitude to former Councillor, Ann Isherwood, for her excellent service to the town as Mayor in the 2022/23 municipal year.**

#### 5. ELECTION OF THE DEPUTY MAYOR FOR 2023/24

Nominations for the position of Deputy Mayor of the Borough of Redditch for the 2023/24 municipal year were received on behalf of Councillors Karen Ashley and Monica Stringfellow.

On being put to the vote, Councillor Karen Ashley was elected Deputy Mayor of the Borough of Redditch for the forthcoming year. She made the statutory declaration of acceptance of office verbally and was then invested with the Deputy Mayor's Badge of Office.

#### **RESOLVED that**

**Councillor Karen Ashley be appointed Deputy Mayor of the Borough of Redditch to serve until the next Annual Meeting of the Council.**



# Council

Monday, 22 May 2023

---

## 6. MINUTES

**RESOLVED that**

**the minutes of the meeting of Council held on Monday 27<sup>th</sup> February 2023 be approved as a true and correct record and signed by the Mayor.**

## 7. ANNOUNCEMENTS

### a) The Mayor's Announcements

The Mayor advised that his wife, Mrs Abia Akbar, would be his Mayoral consort. Members were informed that the Mayor would confirm at the following Council meeting which charities he would be supporting and whether he would be nominating a chaplain to serve during his Mayoral year.

### b) The Leader's Announcements

The Leader thanked former members of the Council who had stood down or who had not been returned at the local elections held in May 2023. He also welcomed all new Members who had been elected to the Council at the local elections.

### c) The Chief Executive's Announcements

The Chief Executive confirmed that he had no announcements to make on this occasion.

## 8. LEADER'S APPOINTMENTS

The Leader presented his appointments to the Executive Committee for the 2023/24 municipal year.

**RESOLVED that**

**the appointment by the Leader of the Deputy Leader, of Members to the Executive Committee and to the individual Portfolios be noted.**

## 9. APPOINTMENTS OF COMMITTEES, PANELS ETC AND THEIR CHAIRS AND VICE-CHAIRS

Members considered the Council's political balance and nominations from the political groups to the Council's various Committees and Panels.

During consideration of this item, the Leader advised Members of an amendment to the nominations to the Electoral Matters

# Council

Monday, 22 May 2023

---

Committee, whereby Councillor Peter Fleming, rather than Councillor Luke Court, was being nominated to serve as Vice Chair of the Committee during the 2023/24 municipal year.

- 1) **the Political balance of the Committees of the Council be agreed;**
- 2) **the arrangement where the seats on the Overview and Scrutiny Committee are not allocated in accordance with the political balance requirements be approved;**
- 3) **appointments by political group leaders to the places on each Committee etc. be noted;**
- 4) **the Council appoints Chairs and Vice-Chairs to the Committees and other bodies as set out in Appendix 2;**
- 5) **appointments to Working Groups and other bodies be agreed; and**
- 6) **the terms of reference for the Committees be confirmed.**

## 10. OUTSIDE BODIES

Members considered a report setting out proposed appointments to various outside bodies, which were tabled at the meeting (Appendix 1).

During consideration of this item, nominations were received on behalf of Councillors Alex Fogg and Sid Khan to serve as the Council's Armed Forces Champion during the 2023/24 municipal year. On being put to the vote, Members agreed that Councillor Alex Fogg should be appointed to serve as the Armed Forces Champion during the 2023/24 municipal year.

### **RESOLVED that**

- 1) **the Council makes appointments to the bodies listed in the appendix to the report; and**
- 2) **Councillor Alex Fogg be appointed to serve as the Council's Armed Forces Champion during the 2023/24 municipal year.**

## 11. SCHEME OF DELEGATIONS

Members considered a report relating to the content of the existing Officer Scheme of Delegations, which contained a list of powers delegated to officers by the Council. Council was advised that this report was considered at the Annual Council meeting each year and that no new delegations were proposed for Members' consideration.

# Council

Monday, 22 May 2023

---

During consideration of this item, concerns were raised by some Members about the scale and volume of powers that had already been delegated to Officers at the Council. Whilst it was acknowledged that some powers needed to be delegated to officers to ensure the smooth operation of Council business, concerns were raised that there was a risk that this could become too extensive.

**RESOLVED that**

**the current version of the Officer Scheme of Delegations be agreed.**

**12. URGENT BUSINESS - RECORD OF DECISIONS**

The Mayor confirmed that no urgent decisions had been taken since the previous Council meeting.

**13. URGENT BUSINESS - GENERAL (IF ANY)**

There was no urgent business for discussion on this occasion.

The Meeting commenced at 7.00 pm  
and closed at 7.41 pm

This page is intentionally left blank

REDDITCH BOROUGH COUNCIL**Annual Council**

22nd May 2023

**APPENDIX 1: BOROUGH COUNCIL REPRESENTATIVES ON  
OUTSIDE BODIES – NOMINATIONS FOR 2023/2024****STRATEGIC APPOINTMENTS TO NOTE:**

<b>Organisation</b>	<b>Appointee 2022/23</b>	<b>Appointment Requirements</b>	<b>Nomination 2023/24</b>
Local Government Association	<b>Councillor Matt Dormer</b>	1 Representative (usually Leader) must be a Councillor. Term: 1 year No liability issues identified.	<b>Councillor Dormer</b>
West Mercia Police and Crime Panel	<b>Councillor Nyear Nazir</b>  <b>Sub: Councillor Lucy Harrison</b>	1 representative (Relevant Portfolio Holder) and 1 substitute. Term: 1 year No liability issues identified.	<b>Councillor Harrison</b>  <b>Sub: Councillor Beecham</b>
Assembly of the District Councils' Network	<b>Councillor Matt Dormer</b>	1 Nomination To represent the Council on the Assembly of this body which is a voice for District Councils within the Local Government Association. The Assembly of the DCN comprises the Leaders of the Member Authorities or equivalent. Term: 1 year No liability issues identified.	<b>Councillor Dormer</b>
Corporate Parenting Board  <i>(Worcestershire County Council)</i>	<b>Councillor Nyear Nazir</b>	1 RBC Representative (elected) <u>Must be relevant Portfolio Holder</u> Until next RBC Annual Meeting. (Monthly meetings – approx. 2 hrs each time – generally Friday mornings – 9.30a.m. start) No liability issues identified.	<b>Councillor Harrison</b>
Redditch Partnership (Local Strategic Partnership including Redditch District Collaborative)	<b>Councillor Matt Dormer</b>	1 Member Representative Leader Term: 1 year No liability issues identified.	<b>Councillor Dormer</b>

**REDDITCH BOROUGH COUNCIL****Annual Council****22nd May 2023**

Redditch Partnership Business Leaders Group  <i>(Formerly an Economic Theme Group)</i>	<b>Councillor Matt Dormer</b>	Following changes this group is now operating under a new title and promoting greater links with local business leaders. For 2022/23 representatives required, by office: Leader Economic Development Portfolio Holder	<b>Councillor Dormer</b>
Redditch BID Limited  <i>(Company no 11964088)</i>	<b>Councillor Matt Dormer</b>	1 RBC Representative to act as a Director of the company  Term: to be confirmed  No liability issues identified	<b>Councillor Dormer</b>
Redditch Towns Fund Board	<b>Councillor Matt Dormer</b>	1 Member Representative Leader Term: 1 year No liability issues identified.	<b>Councillor Dormer</b>
North Worcestershire Community Safety Partnership	<b>Councillor Nyear Nazir</b>  <b>Sub: Councillor Lucy Harrison</b>	1 representative and one named substitute Term: 1 year Terms of Reference indicate the representative should be the relevant Portfolio Holder. Each district Council has a place on the Partnership Board as an Invitee to Participate. No liability issues identified.	<b>Councillor Harrison</b>  <b>Sub: Councillor Beecham</b>
Waste Management Board  <i>(Lead Officer – Guy Revans)</i>	<b>Councillor Peter Fleming</b>  <b>Sub: Councillor Emma Marshall</b>	1 representative Representative must be a Councillor and relevant Portfolio Holder Term : 1 year <u>Note: Meets Friday mornings - 4 times per year</u> No liability issues identified	<b>Councillor Clayton</b>  <b>Sub: Councillor Marshall</b>
Worcestershire Health and Wellbeing Board	<b>Councillor Nyear Nazir</b>  <b>Sub: Councillor Lucy Harrison</b>	1 representative and 1 substitute per council (Since Oct 2022)	<b>Councillor Harrison</b>  <b>Sub: Councillor Beecham</b>
Health Improvement Group	<b>Councillor Nyear Nazir</b>  <b>Sub: Councillor Lucy Harrison</b>	1 RBC Representative (Elected) Relevant Portfolio	<b>Councillor Harrison</b>  <b>Sub: Councillor Beecham</b>

REDDITCH BOROUGH COUNCIL**Annual Council**

22nd May 2023

West Midlands Combined Authority Board	<b>Councillor Matt Dormer</b>  <b>Sub: Councillor Craig Warhurst</b>	1 nomination and one substitute  Leader by office	<b>Councillor Dormer</b>  <b>Sub: Councillor Warhurst</b>
West Midlands Combined Authority Housing and Land Delivery Board	<b>Councillor Matt Dormer</b>  <b>Sub: Councillor Craig Warhurst</b>	1 RBC Representative (Elected) Relevant Portfolio <u>Must be relevant Portfolio Holder (function to include Housing and/or Land Use)</u>	<b>Councillor Dormer</b>  <b>Sub: Councillor Warhurst</b>
West Midlands Combined Authority – Audit Risk and Assurance Committee	<b>Councillor Tom Baker-Price</b>  <b>Sub: Councillor Luke Court</b>	Worcestershire Non-constituent Authorities 2022/23 Redditch Borough Council to make appointment. 1 nomination and one substitute Must be members of the majority group	<b>Councillor Ashley</b>  <b>Sub: Councillor Clayton</b>
West Midlands Combined Authority – Economic Growth Board	<b>Councillor Matt Dormer</b>	Non-constituent Authorities	<b>Councillor Dormer</b>
West Midlands Combined Authority – Overview and Scrutiny Committee	<b>Councillor Mike Chalk</b>  <b>Sub: Councillor Brandon Clayton</b>	Worcestershire Non-constituent Authorities 2022/23 Redditch Borough Council to make appointment 1 nomination and one substitute Must be members of the majority group and ideally members of O&S	<b>Councillor Marshall</b>  <b>Sub: Councillor Ashley</b>
West Midlands Combined Authority - Transport Delivery Overview & Scrutiny Committee		Worcestershire Non-constituent Authorities  (2023/24 Redditch to appoint)	<b>Councillor Marshall</b>  <b>Sub: Councillor Clayton</b>
Herefordshire and Worcestershire Integrated Care Partnership Assembly	<b>Councillor Nyear Nazir</b>	1 representative and one named substitute  Ideally Relevant Portfolio	<b>Councillor Harrison</b>

REDDITCH BOROUGH COUNCIL**Annual Council**

22nd May 2023

**LOCAL APPOINTMENTS**

Health Overview and Scrutiny Committee  <i>(Worcestershire County Council)</i>	<b>Councillor Michael Chalk</b>	1 representative <b>(Must be a member of Redditch Borough Council's Overview and Scrutiny Committee).</b> Term: 1 year. Comprises 8 County Councillors and 6 District Councillors who scrutinise the local NHS and are consulted by the NHS on any proposed substantial changes to local health services.	<b>Councillor Marshall</b>
Redditch Highways & Transportation Forum Members Discussion Group <i>(Worcestershire County Council)</i>	<b>Councillor Michael Chalk</b>  <b>Councillor Andy Fry</b>	Up to 2 Representatives (Must be Councillors) Term: To RBC AGM Role is that of non-voting observers only. No liability issues identified.	<b>Councillor Brandon Clayton</b>  <b>Councillor Andrew Fry</b>
Worcestershire Local Access Forum  <i>(Worcestershire County Council)</i>	<b>Councillor Anthony Lovell</b>	1 nomination from north Worcestershire District Councils (must be a Councillor)  Term : 1 year <u>(Note: Would be beneficial if the representative had a keen interest in countryside access and recreation issues.)</u>  No liability issues identified.	<b>Councillor Lovell</b>
Redditch Eastern Gateway Steering Group	<b>Councillor Anthony Lovell</b>	1 Representative to be a ward member for Winyates Ward Term : 1 year  Group of local stakeholders set up by Stratford on Avon District Council to consider proposals regarding the Eastern Gateway Development as to reserved matters and routing strategy/survey. No liability issues identified.	<b>Councillor Lovell</b>
Citizens Advice Bromsgrove and Redditch	<b>New 2016 No appointments made since 2017</b>	1 representative and 1 substitute  Appointments will be trustees of the CAB which is a charitable company limited by guarantee Term: 3 years	<b>No nominations</b>



REDDITCH BOROUGH COUNCIL**Annual Council**

22nd May 2023

Redditch Co-operative Homes	<b>Councillors Tom Baker-Price, Andrew Fry, Bill Hartnett and Emma Marshall</b>	4 Nominations (must be Councillors) Term: 1 year <b>Liability appears to be limited providing there are no breaches of duty or trust.</b>	<b>Councillors Altaf, Fardoe, Hartnett and Lovell</b>
Redditch One World Link Executive Committee	<b>Councillors Karen Ashley and Emma Marshall</b>	2 Representatives  Nominations should not include the Mayor who is a Member ex-officio*.  Term: 1 year  Liability appears to be limited, provided there are no breaches of duty or trust.	<b>Councillor Ashley and Marshall</b>
PATROL Traffic Penalty Tribunal (Civil Parking Enforcement)	<b>Deputy: Councillor Brandon Clayton</b>	1 Representative plus 1 Deputy (must be Councillors) Term: AGM to AGM No liabilities identified / unlikely to be any liabilities.	<b>Councillor Clayton</b>  <b>Deputy: Councillor Pearman</b>
'Where Next' Association	<b>Councillor Anthony Lovell</b>  <b>Councillor Sid Khan</b>	2 Representative must be Councillors – 2 places <i>variation previously agreed</i>  Term: 1 year to Council's AGM  Nature of representation: to represent the Borough Council. Liability appears to be limited.	<b>Councillor Lovell and Councillor Spilsbury</b>
Worcestershire Armed Forces Covenant Partnership	<b>Councillor Alex Fogg</b>	1 Representative to serve as Armed Forces Champion.  Term: 1 year to Council's AGM  Nature of representation: to represent the Borough Council.	<b>Councillor Alex Fogg</b>

This page is intentionally left blank

**Redditch Borough Council****26th June 2023****Motions on Notice****1. Outdoor Market.**

Proposed by Councillor Joe Baker, seconded by Councillor Ian Woodall.

“That Council ask Executive to consider the reintroduction of the Outdoor Market, following the Labour group plans which received a large amount of support from the public.”

**2. Pride Event**

Proposed by Councillor Joanna Kane and seconded by Councillor Juliet Barker Smith

- “That this Council agrees that Redditch’s first community PRIDE event on June 3 was a resounding success; and:
- That in recognition of their organisational skills and promotion of the town, a formal letter of thanks should be sent to Redditch LGB&TQ Support Services for making it an historic event; and
- That this Council commits to building on this success by encouraging a wide range of cultural events for the future.”

This page is intentionally left blank

**Council  
2023**

**26<sup>th</sup> June**

**Role of the Independent Person (Standards)**

Relevant Portfolio Holder	Councillor Luke Court
Portfolio Holder Consulted	Yes
Relevant Head of Service	Claire Felton
Report Author	Job Title: Claire Felton Head of Legal, Democratic and Property Services Contact email: <a href="mailto:c.felton@bromsgroveandredditch.gov.uk">c.felton@bromsgroveandredditch.gov.uk</a> Contact tel: (01527) 64252
Wards Affected	All
Ward Councillor(s) consulted	N/A
Relevant Strategic Purpose(s)	N/A
Non-Key Decision	
If you have any questions about this report, please contact the report author in advance of the meeting.	

**1. RECOMMENDATIONS**

**The Council RESOLVE that:-**

- 1) For the purposes of the appointment of independent persons under section 28(7) of the Localism Act 2011, the Council join the group of Worcestershire local authorities who operate a joint pool of independent persons.**
- 2) That authority be delegated to the Monitoring Officer to appoint the named individual independent persons currently serving in the joint pool, and to make any future appointments to the role of independent person.**
- 3) That Mr Mel Nock the Independent Person appointed by Bromsgrove District Council continue to act as Independent Person for Redditch Borough Council on a temporary basis until the end of October 2023.**
- 4) That authority be delegated to the Monitoring Officer to make any consequential changes to the Constitution.**

**2. BACKGROUND**

- 2.1 In 2012 the Localism Act 2011 introduced changes to the rules governing how Councils uphold standards in public life. This resulted in the introduction of a new Code of Conduct for Members and changes to the way complaints were investigated and sanctioned. The changes brought in new rules relating to the disclosure of interests, including the

**Council  
2023**

**26<sup>th</sup> June**

---

possibility of police action in cases of non-disclosure of disclosable pecuniary interests.

- 2.2 Amongst the new measures brought in was the requirement that each council should appoint at least one “independent person” whose views should be sought and taken into account by the authority before it decides on an allegation that it has decided to investigate (section 27 (7)(a) Localism Act 2011). The Localism Act also provided that the independent person could be consulted by an elected member whose conduct had been complained about, this option being available to both District Council members and Parish Council members.
- 2.3 At Council on 23<sup>rd</sup> July 2012 Members approved the details of how the relevant provisions of the Localism Act 2011 would be implemented at Redditch Borough Council. This included the appointment of an independent person for Redditch and provisions for the Bromsgrove appointed Independent Person to be made available to assist in Redditch if required.
- 2.4 Members will be aware that in recent years, as and when an Independent Person has been needed for complaints relating to Redditch Borough Council or Feckenham Parish Council, the Independent Person for Bromsgrove District Council (Mr Mel Nock) has been made available to assist and support the Monitoring Officer in the investigation process.
- 2.5 Whilst this arrangement has worked well and provided Members with access to an Independent Person, Mr Mel Nock is going to be formally standing down in the next few months, and the Monitoring Officer is currently exploring the options for finding a replacement Independent Person.
- 2.6 The options to replace the Independent Person are as follows:-
- a. To advertise the post and carry out an inhouse recruitment process. This would involve interviewing prospective candidates as to suitability through the Appointments Committee and providing training for any successful appointees.
  - b. For Redditch Borough Council to join the existing group of Councils in Worcestershire who jointly retain a pool of Independent Persons that are made available to all the Councils in the group as and when required. The current member authorities are Worcestershire County Council, Wyre Forest District Council, Wychavon District Council, Malvern Hills District Council, Worcester City Council and Hereford and Worcester

**Council  
2023**

**26<sup>th</sup> June**

---

Fire and Rescue Service. The host authority is Worcestershire County Council and the costs are shared by the participating councils.

2.7 Having considered the two options, the Monitoring Officer is of the view that the second option of joining the existing county wide joint pool has a number of advantages: -

- The County Council who administers the group has indicated that in principle the Council may join. This will provide instant access to the existing joint pool of independent persons and will thus avoid the time and expense involved in carrying out inhouse recruitment.
- The current independent persons from the joint pool will already have relevant experience of having dealt with member complaints for other councils.
- Redditch Borough Council would be required to contribute a percentage of the support costs for the Independent Persons in the joint pool but as all the costs would be shared between the participating councils it is not anticipated that this cost would exceed £500 per annum.
- A further advantage of using the joint pool would be to provide greater resilience based on the number of independent persons in the pool which currently stands at six.

2.8 The outcome of the recent Corporate Peer Challenge, emphasised the importance of improving governance generally across the Council. The recommendations in this report will support that approach with particular regard to adding resilience, achieving efficiencies and enabling the Council to involve a greater number of independent people with relevant experience in the standards process.

2.9 Members of the Audit, Governance and Standards Committee considered a report from the Monitoring Officer summarising the proposals contained in this report at its meeting on 30<sup>th</sup> May 2023 and indicated their support for the option of using the county wide joint pool.

2.10 Members are therefore asked to approve in principle the change to using the County wide joint pool of independent persons. The relevant legislation (as set out at paragraphs 5.1 and 5.2 below) requires the named individuals in the pool to be “appointed” by the Council. Historically this has been performed by Council but given that the new system is going to be more fluid and there may be occasions when changes are needed to be made more frequently, it is proposed that appointment of the named independent persons be delegated to the Monitoring Officer.

**Council  
2023**

**26<sup>th</sup> June**

---

- 2.11 At the time of writing this report, the final arrangements for the Council to join the county wide group are being progressed with colleagues at the County Council. In order to provide a fall back position in case there is any delay in completing those arrangements, Mr Mel Nock has agreed that he would continue to be available to act as Independent Person on a temporary basis if required until the end of October 2023.

#### **OPERATIONAL ISSUES**

- 3.1 The reasons for the decisions sought are set out in section 2 above. From an operational point of view, the process for the investigation of standards will be no different, save that rather than calling on Mr Mel Nock to fulfil the independent person role this will be undertaken by one of the independent persons from the joint pool.

#### **4. FINANCIAL IMPLICATIONS**

- 4.1 As referred to at paragraph 2.7, Redditch Borough Council would be required to contribute a percentage of the support costs for the Independent Persons in the joint pool, such costs to be shared between the participating public bodies. At the time of writing this report the exact amount has not been clarified, but officers do not believe that the annual cost would exceed £500.
- 4.2 Other than details set out above, there are no financial implications of this report.

#### **5. LEGAL IMPLICATIONS**

- 5.1 Section 27 (1) of the Localism Act 2011 states that “a relevant authority must promote and maintain high standards of conduct by members and co-opted members of the authority.”
- 5.2 Under section 28(6) and (7) of the Localism Act 2011, the Council must have in place arrangements under which allegations that a members or co-opted member of the authority (or parish council within the authority’s area), or a committee or sub-committee of the authority has failed to comply with that authority’s Code of Conduct can be investigated and decisions made on such allegations.
- 5.3 Such arrangements must provide for the authority to appoint at least one independent person, whose views must be sought by the authority before it takes a decision on an allegation which it has decided shall be investigated, and whose views can be sought by the authority at any



**Council  
2023**

**26<sup>th</sup> June**

---

other stage, or by a member (or a member, or co-opted member of a parish council) against whom an allegation has been made.

**6. OTHER - IMPLICATIONS**

**Relevant Strategic Purpose**

- 6.1 Effective corporate governance including meeting the duty to promote and maintain high standards in public life and enabling conduct issues regarding councillors to be investigated are essential components for the Council's operation and the achievement of strategic purposes.

**Climate Change Implications**

- 6.2 None

**Equalities and Diversity Implications**

- 6.3 None

**7. RISK MANAGEMENT**

- 7.1 By approving the recommendations in this report the Council will be fulfilling its statutory obligations under Chapter 7 of the Localism Act 2011.

**8. APPENDICES and BACKGROUND PAPERS**

Report to Council "Standards Committee – Localism Act 2011" 23<sup>rd</sup> July 2012

**Council  
2023**

**26<sup>th</sup> June**

**9. REPORT SIGN OFF**

<b>Department</b>	<b>Name and Job Title</b>	<b>Date</b>
Portfolio Holder	Cllr Luke Court	15 <sup>th</sup> June 2023
Lead Director / Head of Service	Claire Felton - Head of Legal, Democratic and Property Services	15 <sup>th</sup> June 2023
Financial Services	Peter Carpenter – Interim S151 Officer	15 <sup>th</sup> June 2023
Legal Services	Claire Felton - Head of Legal, Democratic and Property Services	15 <sup>th</sup> June 2023
Policy Team (if equalities implications apply)	N/A	N/A
Climate Change Team (if climate change implications apply)	.N/A	N/A

**Council**  
2023

26<sup>th</sup> June

### Extension of Appointment of s151 Officer

Relevant Portfolio Holder	Cllr Matt Dormer
Portfolio Holder Consulted	Yes
Relevant Head of Service	Kevin Dicks
Report Author	Job Title: Chief Executive Contact email: k.dicks@bromsgroveandredditch.gov.uk Contact Tel: 01527 881484
Wards Affected	All
Ward Councillor(s) consulted	N/A
Relevant Strategic Purpose(s)	All
Non-Key Decision	
If you have any questions about this report, please contact the report author in advance of the meeting.	

#### 1. **RECOMMENDATIONS**

The Council **RESOLVE** that:-

**The appointment of the Interim Chief Finance Officer and Section 151 officer approved by Council for twelve months on 22<sup>nd</sup> June 2022 be extended for up to a further six months until 22<sup>nd</sup> December 2023.**

#### 2. **BACKGROUND**

- 2.1 The Council is required to nominate an officer under section 151 of the Local Government Act 1972 to be responsible for the proper administration of its financial affairs, a role designated as part of the Director of Resources position.
- 2.2 Members will recall that in June 2022 a report was considered by full council recommending the appointment of Peter Carpenter as Interim section 151 officer. This was necessary following the resignation of the former Director of Resources, James Howse. The staff structure assigns the role of section151 officer to the post of Director of Resources, and with this post vacant a separate appointment to the section 151 officer role had to be made.
- 2.3 At the time of the June 2022 report, Peter Carpenter had already been working in the finance team to cover the vacant Head of Finance and Customer Services post since February 2022 and had assumed the role of deputy section 151 officer. Although the Head of Finance and Customer Services post had recently been recruited to, the report set

---

out the need for continuity of support for the new post holder, and other newly appointed officers in the finance team. The report also highlighted the length of time it would take to carry out a full recruitment of a new Director of Resources and recommended the appointment of Peter Carpenter as Interim Chief Finance Officer and interim section 151 officer for 12 months.

- 2.4 Members resolved to appoint Peter Carpenter and this has been facilitated through West Midlands Employers. The appointment period expires on 22<sup>nd</sup> June 2023.
- 2.5 The current position is that the Head of Finance and Customer Services has been in post since 21st June 2022 and the staff recruitment of more junior posts referred to in the June 2022 report has resulted in the strengthening of the team. Although there still remains some gaps within the structure this is primarily the result of a significant shortage of appropriate staff within both the public sector and the finance profession.
- 2.6 Recruitment to the post of Director of Resources was started earlier this calendar year however the feedback from a couple of the recruitment agencies that were approached to undertake the process was that it was not a good time to be recruiting to a permanent Section 151 Officer and that it was best to wait until after the elections. This was discussed with the Leaders at the time and it was agreed to delay the permanent recruitment until after the election.
- 2.7 As members will be aware the council has in place a detailed Finance Recovery Plan which seeks to address the issues the Section 24 and the 2020/21 Interim Annual Audit Report recommendations and as such it is important to continue to have in place an experienced Section 151 Officer to oversee delivery. Whilst the recruitment process of the permanent Section 151 is now being prioritised, the Council remains subject to the legal requirement to have a section 151 officer in place, and the recommendation therefore is to extend the current appointment of Peter Carpenter for a further six month period.

### **3. OPERATIONAL ISSUES**

- 3.1 This proposal will secure continuity of operations in a critical function. The finance team is currently operating with Peter Carpenter in post and the recommendation will allow this arrangement to continue pending appointment of a new Director of Resources.

### **4. FINANCIAL IMPLICATIONS**

**Council**  
2023

26<sup>th</sup> June

---

- 4.1 The report in June 2022 set out the financial implications. The cost of the further 6 month extension is £72,500 compared to the budget for the substantive Director of Resources post of £71,025. The small additional cost can be met from within existing budgets. These costs will be split equally between Bromsgrove District Council and Redditch Borough Council.

**5. LEGAL IMPLICATIONS**

- 5.1 Section 151 of the Local Government Act 1972, sets out that “Without prejudice to section 111 above, every local authority shall make arrangements for the proper administration of their financial affairs and shall secure that one of their officers has responsibility for the administration of those affairs.”
- 5.2 Section 6 of the Local Government and Housing Act 1989, further sets out that “ (1) On and after the commencement day the Common Council shall – (a) make arrangements for the proper administration of such of its financial affairs as relate to it in its capacity as a local authority, police authority, or port health authority, and (b) secure that one of its officers has responsibility for the administration of those affairs”.
- 5.3 Part 1, introduction to the Constitution - Section 9 Officers – Functions Reserved to the Council, paragraph 9.1.1 of the Council’s Constitution states that it is the Council’s responsibility to appoint “statutory officers”. The role of the Section 151 officer is a statutory Chief Officer to the Council.
- 5.4 Section 113 of the Local Government Finance Act 1988 requires that the officer appointed as the Chief Finance Officer (CFO) must be a member of a specified accountancy body.

**6. OTHER - IMPLICATIONS**

**Relevant Strategic Purpose**

- 6.1 Effective financial management underpins all the Council’s operation and achievement of strategic purposes.

**Climate Change Implications**

- 6.2 None

**Equalities and Diversity Implications**

**Council**  
2023

26<sup>th</sup> June

6.3 None related to the appointment of Section 151 Officer.

**7. RISK MANAGEMENT**

7.1 The recommendation set out in this report will mitigate the risks associated with a lack of continuity and senior capacity. Through the continued engagement of a senior and experienced Section 151 officer the Council will continue to support the strengthening of the finance team and will also ensure that the Council is complying with its legal obligations.

**8. BACKGROUND PAPERS**

Report to Council “Appointment of Section 151 Officer” dated 22<sup>nd</sup> June 2022.

**9. REPORT SIGN OFF**

<b>Department</b>	<b>Name and Job Title</b>	<b>Date</b>
Portfolio Holder	Cllr Matt Dormer	June
Lead Director / Head of Service	Report author	N/A
Financial Services	Michelle Howell – Head of Finance and Customer Services	June
Legal Services	Claire Felton – Head of Legal and Property Services	June
Policy Team (if equalities implications apply)	N/A	N/A
Climate Change Team (if climate change implications apply)	N/A	N/A

**Council**  
2023

26<sup>th</sup> June

---

This page is intentionally left blank





# Executive Committee

Tuesday, 21st March, 2023

## MINUTES

### Present:

Councillor Matthew Dormer (Chair), and Councillors Karen Ashley, Joanne Beecham, Peter Fleming, Lucy Harrison and Craig Warhurst

### Officers:

Peter Carpenter, Mark Cox, Kevin Dicks, Jonathan Elger, Claire Felton, Sue Hanley, Michelle Howell, Claire Jones, Helen Keightley, Ryan Keyte, Simon Parry, Chris Poole and Judith Willis

### Principal Democratic Services Officer:

Jess Bayley-Hill

### 136. APOLOGIES

Apologies for absence were received on behalf of Councillors Anthony Lovell, Emma Marshall and Nyear Nazir.

### 137. DECLARATIONS OF INTEREST

There were no declarations of interest.

### 138. LEADER'S ANNOUNCEMENTS

The Leader explained that three agenda packs, including two supplementary packs, had been published for consideration at the meeting. Due to the length of the Housing Policies report, only the covering report had been included in the main agenda pack. The full report had been published in a supplementary pack together with a copy of the presentation prepared for the item and a small number of paper copies of this pack had been printed in order to minimise the amount of paper generated for the meeting, in line with the Council's commitments in the Carbon Reduction Plan.

The Executive Committee was advised that at a meeting held on 16<sup>th</sup> March 2023, the Overview and Scrutiny Committee had pre-scrutinised Minute Items No.s 140 and 142 – the Air Quality

Chair

# Executive Committee

Tuesday, 21st March, 2023

---

Enhanced Monitoring Options Report and the Housing Policies report. At the end of lengthy debates in respect of both items, the Committee had endorsed the recommendations in the reports. On behalf of the Executive Committee, the Leader thanked the Overview and Scrutiny Committee for their hard work reviewing these reports.

## 139. MINUTES

**RESOLVED that**

**the minutes of the meeting of the Executive Committee held on Monday 27<sup>th</sup> February 2023 be approved as a true and correct record and signed by the Chair.**

## 140. AIR QUALITY ENHANCED MONITORING OPTIONS REPORT

The Technical Services Manager, Worcestershire Regulatory Services (WRS), presented the Air Quality Enhanced Monitoring Options report for the Executive Committee's consideration.

The report outlined WRS's air quality monitoring regime, which focused on monitoring pollutants that could impact on air quality. WRS had submitted a bid to the Department of the Environment, Food and Rural Affairs (DEFRA) for grant funding to support enhanced air quality monitoring. This bid had been successful, although DEFRA required recipients of this grant funding to agree to 10 per cent match funding in order for the grant to be provided.

The grant funding would enable WRS to monitor additional particulates in the air that were not usually monitored in the Borough. It was proposed that this funding should be used to support monitoring over a two-year period in two particular areas in the Borough.

Members were asked to note that there were no particular areas of concern in terms of air quality in Redditch, when compared to other parts of the country. However, Officers would be analysing the potential impact of solid fuel burning in urban areas as well as pollutants relating to agricultural work in rural parts of the Borough. There was the possibility that, depending on the outcomes of the monitoring and the data uncovered, behaviour change might be needed.

**RECOMMENDED that**

**following the successful outcome of the air quality grant bid to Defra, match funding totalling £2,300 be funded from Corporate Earmarked Reserves over the life of the project.**

**141. OFF-STREET PARKING ORDER**

The Litigation Solicitor presented a report on the subject of the Off Street Parking Order for Council car parks.

Members were advised that the Council did not have an Off Street Parking Order in place and it had been felt that one was needed. There were specific legislative requirements in relation to the process for introducing Off Street Parking Orders and the Council needed to comply with these rules. The Executive Committee had previously considered the subject of Off Street Parking Orders in 2009 but this had never been implemented. The proposed Off Street Parking Order had been updated since the version considered in 2009, to include reference to matters such as electric charging points for vehicles. The order would enable the Council to issue Penalty Charge Notices (PCNs) and to undertake enforcement action in the car parks covered by the order.

The full list of Council car parks had not been included within the list of car parks that would be subject to the order. Instead, a decision had been taken to focus on providing enforcement powers at car parks where this was considered to be desirable. Additional car parks could be added later by updating the schedule.

Following the presentation of the report, Members welcomed the proposed Off Street Parking Order and commented that this would support the ongoing redevelopment of Redditch Town Hall.

Questions were raised about whether enforcement action would be undertaken in cases where vehicles parked in electric charging bays when not charging their vehicles. Officers clarified that if vehicles were parked in electric charging bays but were not being charged, enforcement action could be undertaken, as these bays were intended solely for charging purposes. Similarly, enforcement action would be taken in cases where vehicles were parked in

# Executive Committee

Tuesday, 21st March, 2023

---

residential parking bays where the vehicles had not been registered for the use of residents.

During consideration of the item, the Leader reminded Members that a parking permit form had recently been circulated for the considered of all elected Members to enable them to register their vehicle's details on the Council's new parking system. Members were urged to return a completed copy of this form to Democratic Services as soon as possible.

## **RESOLVED that**

- 1) the Executive note the Council's ability to manage and control its off-street parking environment in the form of implementing this Order;**
- 2) authority be delegated to the Head of Environmental and Housing Property Services and the Head of Legal, Democratic and Property Services to take all necessary steps to finalise the draft Order, schedules and car park plans and then publish, consult upon, make and implement an Off Street Parking Order in terms similar to the draft "Redditch Borough Council (Off Street Parking Places) Order 2023" ("the Order"); and**
- 3) authority be delegated to the Head of Environmental and Housing Property Services and Head of Legal, Democratic and Property Services to issue any passes or season tickets in accordance with the Order.**

## **142. HOUSING POLICIES**

The Head of Community and Housing Services introduced the Housing Policies report for Members' consideration. Members were advised that changes were proposed to various housing policies in the report to ensure that the Council remained compliant with best practice. There were varying amounts of discretion available to the Council in relation to the content of these housing policies, although there were also a lot of specific legislative requirements that applied to the delivery of Housing Services which the Council needed to comply with.

# Executive Committee

Tuesday, 21st March, 2023

---

During consideration of this item, Officers from the Housing Department delivered a presentation that provided further information about the updates to the various housing policies for Members' consideration. In addition, information was provided on the subject of the updated Tenancy Management Policy and Tenancy Management Agreement and Members were advised that, whilst the latter document did not need to be presented, Officers had wanted to consult with Members on the content. The proposed changes to both of these documents would subsequently be subject to consultation in a two-stage process with local tenants and each tenant would be provided with a paper copy of the policy as part of this process.

Once the report had been presented, Members discussed the following points in detail:

- The significant amount of work that had been undertaken by Officers in preparing the report. Members thanked Officers for their hard work in respect of this matter.
- The value of the Council's housing stock in providing social housing to some of the most vulnerable residents in society.
- The increasing demand for social housing in a cost of living crisis.
- The need for the Council to provide support to tenants whilst also protecting and preserving the Council's housing stock.
- The benefits to both tenants and the Council of clarifying the respective rights and obligations of both Council tenants and the Council as landlord.
- The need for the Council to ensure compliance with safety standards for Council properties.
- The arrangements by which Officers could access Council houses where needed, such as to undertake gas maintenance inspections.
- The need to protect Council houses from malicious damage that could be caused by tenants. Members noted that the tenants who caused such damage were in the minority.
- The potential for tenants to be incentivised, where appropriate, to downsize, thereby providing larger properties for the use of families.
- The extent to which tenants would be required to acknowledge receipt of their copy of the Tenancy Management Policy. Officers clarified that copies of the policy would be posted to tenants and tenants would not be required to acknowledge

# Executive Committee

Tuesday, 21st March, 2023

---

receipt. A similar approach had been taken at other local authorities and this approach was considered to be reasonable.

- The action that would be taken to ensure that responses received to the consultation in respect of the Tenancy Management Agreement and Tenancy Management Policy were not submitted by the same person from the same IP address multiple times. Officers explained that an email address had been created for consultation purposes and Officers could monitor whether multiple submissions were being received from the same IP address.
- The level of engagement that was anticipated in the consultation process. Officers explained that it was difficult to determine in advance how many responses would be received through consultation and this might vary between the two stages of that process. The Council did not have to consult with a specific proportion of local tenants however, officers were hoping to receive feedback from tenants from a range of demographic backgrounds.
- The need for alternative consultation options to be made available to tenants who did not have access to electronic forms of communication, such as paper copies of the consultation papers. The Executive Committee was advised that a paper copy of the consultation papers could be included in the papers dispatched in the post to tenants.
- The potential for roadshows to take place as part of the consultation process, whereby Officers could meet with tenants face-to-face. Officers advised that this could be included in the consultation process.
- The powers available to the Council to assess the condition of Council houses during the course of a tenancy. Members were informed that there would be annual tenancy audits which would provide an opportunity to identify issues. In addition, staff in the Tenancy team, through their familiarity with their tenants, would be in a position to identify any issues mid-year that needed to be addressed.
- The potential for the Council to require residents to pay a deposit before moving into a Council property and other methods available to the Council to recharge tenants for the costs of causing malicious damage. Officers explained that the various options available to the Council were detailed in the Recharge Policy.

# Executive Committee

Tuesday, 21st March, 2023

---

- The potential for residents to be housed in accommodation outside the local authority's boundaries. Officers clarified that the Council did make placements in other local authority areas but the Council continued to have ongoing duties to these residents.
- The temporary accommodation options available to the Council and the implications to the authority of placing residents in bed and breakfast accommodation. The Executive Committee was advised that residents could be placed in bed and breakfast accommodation but legally these placements could only last a maximum of six weeks.
- The potential for some of the Council's existing housing stock to be repurposed to provide temporary accommodation. Members were advised that the Council was already in the process of converting a unit into medium-term temporary accommodation.
- The opportunities available for the Council to work with private sector and Voluntary and Community Sector (VCS) organisations to provide additional social housing to meet demand. Officers clarified that the Council was involved in a private sector housing project with Cornerstone Housing and had also been working closely with St Basils in respect of providing suitable accommodation to young people at risk of homelessness.
- The potential for the Council to offer content insurance to tenants, which could help in the event of a fire. Officers explained that all tenants were offered the chance to pay for the Council's content insurance when they signed up as tenants, but this could not be made into a mandatory condition of tenancy and some residents chose not to pay for the cover.
- The extent to which photographs of the impact of fire damage might encourage more residents to opt for content insurance and the potential for Council staff to share this with tenants who did not have any coverage. Officers confirmed that photographs could potentially be shared and action to encourage take up of content insurance would be welcome as the number of fires had increased in the Borough since the emergence of the Covid-19 pandemic.
- The possibility of Redditch Borough Council developing a consultation app that could be used for all consultation exercises undertaken by the authority. Members commented that this could be used to help mitigate against the risks of fraud occurring during consultation.

# Executive Committee

Tuesday, 21st March, 2023

---

- The difficulties that could arise where tenants reported that they had not been visited by Council staff when booked to undertake property inspections, particularly where this was contradicted by reports from staff. The Executive Committee was informed that the Council had tracking devices to identify where Council vehicles were located. In the future reminder text messages would be sent to residents about forthcoming appointments, including on the date of the appointments, with messages also sent when operatives arrived at a tenant's property.
- The potential for bereavement training to be provided to staff to enable them to support residents experiencing bereavement in a sensitive manner, including in cases where there were no succession rights available to family members to remain living in a property. Officers explained that they were in the process of attempting to identify bereavement training that could be delivered to Council staff. Members suggested that a couple of staff members could be asked to specialise in providing support to tenants experiencing bereavement under these circumstances.
- The need to house victims of domestic abuse in appropriate accommodation where they could access key facilities, in order to help them manage their lives without needing to make contact with their abusers.

During consideration of this item, Members referred to the Overview and Scrutiny Committee's pre-scrutiny of the Housing Policies report at the meeting that took place on 16<sup>th</sup> March 2023. Members noted that the Overview and Scrutiny Committee had requested an update in the new municipal year on the outcomes of the consultation process with respect to the Tenancy Management Agreement and Tenancy Management Policy and Members welcomed the contribution of the Committee in this context.

## **RECOMMENDED that**

- 1) **the following Housing Policies be approved for adoption:**
  - (a) **Tenancy Management Policy**
  - (b) **Housing Revenue Management Policy**
  - (c) **Garage Policy**
  - (d) **Repairs and Maintenance Policy**
  - (e) **Rechargeable Repairs Policy**



- (f) **Equipment and Adaptations Policy**
- (g) **Voids Policy**
- (h) **Temporary Accommodation Placement Policy**
- (i) **Temporary Accommodation Charging Policy; and**

- 2) **delegated authority be given to the Head of Community and Housing Services and/or Head of Environmental and Housing Property, following consultation with the Portfolio Holder for Housing, to agree any revisions to the Housing Policies following the consultation and in line with any legislative or government guidance updates.**

#### **143. FINANCIAL AND PERFORMANCE MONITORING REPORT QUARTER 3 - 2022/23 (TO FOLLOW)**

The Head of Finance and Customer Services presented the Financial and Performance Monitoring Report for the third quarter of 2023/24.

The projected budget position for the Council, based on figures from Quarter 3 of the financial year, would be £750,000. This represented a £381,000 increase on the £369,000 overspend that had been reported for the end of Quarter 2 and was largely caused by the allocation of a £1,925 pay award to staff, which had been paid in December 2022. In addition to this, there had been increased fuel and fleet maintenance costs during the period.

The Council's budget position would continue to be reviewed; however, this in-year budget forecast reflected the best information available at the time. Members were advised that it was important to note that there were a number of key factors that might impact upon the financial position which were not yet reflected fully within the forecast, including:

- The cost of living crisis and the impact that this might have upon demand for Council services, including the impact of homelessness and bed and breakfast temporary accommodation costs.
- Inflationary increases – general inflation had been running at 10 per cent and would impact upon transport costs, utilities and contracts in particular.

# Executive Committee

Tuesday, 21st March, 2023

---

- Ensuring all invoicing was up to date – especially as the Council moved closer to the end of the financial year at the end of March 2023.

A capital programme of £4.1 million had been approved in the Medium Term Financial Plan (MTFP) for 2022/23 in March 2022. This had been fully reviewed as part of the MTFP using actual data as at the end of December 2022. Many of the schemes in the capital programme were already in partial delivery in the 2022/23 financial year. The capital programme included the sums not spent in 2022/23 (and 2021/22 by default if schemes originated earlier than 2022/23, as sums had been carried forward from the previous year's final MTFP) to be carried forward into 2023/24.

The budget included Town's Fund grant funding schemes, such as the Digital Manufacturing and Innovation Centre, improvements to the Town Centre Public Realm and the business case for the Library site, subject to approval of the latter scheme. There was also £294,000 in UK Shared Prosperity Funding (UKSPF). Expenditure at Quarter 3 of the 2022/23 financial year was at £1.88 million against the overall 2022/23 capital budget totalling £5.4 million.

A review of the Council's reserves position had been undertaken as part of the MTFP process. At Quarter 2, the General Fund had been impacted by the significant 2022/23 overspend position, which was £1.424 million. This was what was reflected in the MTFP. However, Quarter 3 monitoring set out a significant improvement of this position to a £750,000 overspend and therefore improved the General Fund position to a forecast £2.506 million at 31<sup>st</sup> March 2026.

The Executive Committee was being asked to approve implementation of the Council Tax Support Fund Policy for 2023/24. The Council was keen to support all eligible taxpayers within the authority's boundaries and, as such, would implement the scheme strictly in accordance with Central Government Guidelines. A reduction of up to £25 would be made to the Council Tax Account of taxpayers who were in receipt of a Council Tax Reduction on 1<sup>st</sup> April 2023. The reduction in liability would apply to both working age and pension age Council Tax Reduction applicants. When any funds remained after applying for the reduction in liability, the Council would use the funds as part of its Exceptional Hardship

# Executive Committee

Tuesday, 21st March, 2023

---

Fund, which assisted low-income taxpayers facing exceptional financial hardship.

The Council was administering the Government's Energy Bill Support Schemes. The Executive Committee was being asked to approve the release of £8,000 from General Fund Reserves to administer the Energy Fund Support Schemes if the Government did not grant New Burdens Funding to cover these costs. Members were advised that although it was highly likely that this funding would be made available, it would be prudent at this stage to plan for the worst-case scenario. Redditch Borough Council was distributing a £19,000 Alternative Fuel Payment Scheme and £250,000 for the Energy Bill Support Scheme Alternative Funding.

The Executive Committee was also being asked to approve amendments to the Dial a Ride and Shopmobility fees and charges. An amendment was highlighted as being necessary to paragraph 3.18 of the report in respect of this matter and Members were advised that this should have recorded the following:

*“Officers have been in discussion with the Portfolio Holder for Community Services and Regulatory Services to trial a scheme to support residents in Beoley being able to access services in Redditch. The community transport scheme in Bromsgrove does not have capacity. As part of the trial it is proposed to charge an increased fee to take into account that the bus will have to travel outside of the Borough. The new fee proposed is as below and would only apply to residents on the border with Redditch. The community transport service in Bromsgrove is supportive of this trial. The new fee for Dial A Ride is:*

*‘Charge for residents outside the Borough’ - to be ‘£1 additional fee to existing charges’.”*

An amendment was also requested to the Shopmobility fees and charges relating to ‘the assisted shopping escort service’ and to increase the charge from £2.50 to £12 an hour. This was to support the service to be closer to full cost recovery. The proposed fee was comparable to the Age UK hourly rate for assistance with shopping. The service was keen to promote this service, which historically had not been well advertised to customers.

The Housing Revenue Account (HRA) budget, totalling £25.4 million, was approved in March 2022 and funded from rents and

# Executive Committee

Tuesday, 21st March, 2023

---

tenants' contributions. The approved HRA capital programme for 2022/23 totalled £14.2 million. As at Quarter 3 of 2022/23, it was forecast that the HRA would outturn with a surplus in the region of £56,000, which was a reduction of £85,000 on the £141,000 figure reported at Quarter 2.

The main variances in the HRA that had contributed to this surplus included:

- Anticipated repairs and maintenance efficiency savings arising from improved work planning and timely delivery of works.
- Vacant posts due to ongoing operational reviews and reduced consultancy/professional fees.
- Increases in arrears especially from former tenants due to economic conditions prevailing and corresponding bad debt adjustments.

As at Quarter 3 of 2022/23, it was forecast that the HRA capital programme budget would outturn with a spend of £10.3 million against a £14.2 million budget. The £3.9 million underspend was primarily as a result of delays in project start dates and changes in assumptions regarding Housing purchases. This was a £200,000 improvement on the Quarter 2 HRA capital position.

The performance report set out to provide data and information that linked all activity back to the Council's strategic purposes as set out in the Council Plan and Council Plan Addendum. It was recognised that effective performance management would enable the Council to use its limited resources in a more targeted manner, maximising the value of Council services and allowing the Council to be even more responsive to customers' needs.

Members subsequently discussed the content of the report and in doing so questioned whether the proposed increase of £1 on the fee for customers who lived outside the Borough using the Dial A Ride service was sufficient. It was noted that this was being proposed in a context in which ongoing roadworks on the Birmingham Road were causing traffic delays and the suggestion was made that the increase could potentially have been higher. Officers suggested that this could be investigated further and it was noted that Members had the power to amend the charge further if considered necessary.

# Executive Committee

Tuesday, 21st March, 2023

---

**RESOLVED that**

- 1) the current financial position in relation to Revenue and Capital Budgets for the period April to December 2022 be noted for both the Council and the HRA;
- 2) the Quarter 3 Performance data for the Period October to December 2022 be noted;
- 3) the updated Redditch Borough Council - Council Tax Support Fund Policy 2023-24 be approved;
- 4) £8,000 be approved to be released from General Fund Reserves to administer the Energy Fund Support Scheme if the Government did not Grant New Burdens Funding to cover these costs; and
- 5) the increases to Dial a Ride and Shopmobility charges be approved.

**144. MINUTES / REFERRALS - OVERVIEW AND SCRUTINY COMMITTEE, EXECUTIVE PANELS ETC.**

The Leader advised that there were no referrals from the Overview and Scrutiny Committee or any of the Executive Advisory Panels on this occasion.

**145. ADVISORY PANELS - UPDATE REPORT**

The following verbal updates were provided in respect of the Executive Advisory Panels and other bodies:

- a) Climate Change Cross Party Working Group – Chair, Councillor Anthony Lovell

In the absence of Councillor Lovell, Members noted that there was no update in respect of the Climate Change Cross Party Working Group.

- b) Constitutional Review Working Party – Chair, Councillor Matthew Dormer

# Executive Committee

Tuesday, 21st March, 2023

---

Councillor Dormer advised that the following meeting of the Constitutional Review Working Party was scheduled to take place in the 2023/24 municipal year.

- c) Corporate Parenting Board – Council Representative, Councillor Nyear Nazir

Members were informed that there was no update on the latest work of the Corporate Parenting Board.

- d) Member Support Steering Group – Chair, Councillor Matthew Dormer

The Executive Committee was advised that there was due to be a meeting of the Member Support Steering Group on 22<sup>nd</sup> March 2023.

- e) Planning Advisory Panel – Chair, Councillor Matthew Dormer

Councillor Dormer confirmed that there were no meetings of the Planning Advisory Panel scheduled to take place.

## 146. OVERVIEW AND SCRUTINY COMMITTEE

Members considered the content of the minutes of the meeting of the Overview and Scrutiny Committee held on 2<sup>nd</sup> February 2023.

During consideration of these minutes, Members queried the reference to the Council's accounts having not yet been submitted and the timeframes in which it was anticipated that this would be resolved. Officers confirmed that this was referring to the Council's 2021/22 accounts and not to the 2020/21 accounts, which had already been submitted to the external auditors.

### **RESOLVED that**

**the minutes of the meeting of the Overview and Scrutiny Committee held on 2<sup>nd</sup> February 2023 be noted.**

The Meeting commenced at 5.30 pm  
and closed at 6.41 pm

**Executive Committee**  
2023

21st March

**Enhanced Air Quality Monitoring Proposal**

Relevant Portfolio Holder	Councillor Harrison
Portfolio Holder Consulted	The Portfolio Holder in the 2022/23 municipal year was consulted.
Relevant Head of Service	Simon Wilkes
Report Author	Job Title: Senior Technical Officer Contact: Christopher Poole email:chris.poole@worcsregservices.gov.uk Contact Tel: 01562 738069
Wards Affected	All
Ward Councillor(s) consulted	No
Relevant Strategic Purpose(s)	Communities that are safe, well maintained and green
Non-Key Decision	
If you have any questions about this report, please contact the report author in advance of the meeting.	

**1. RECOMMENDATIONS**

**The Executive Committee is asked to RECOMMEND that:-**

**Following successful outcome of air quality grant bid to Defra, that match funding totalling £2,300 be funded from Corporate Earmarked Reserves over the life of the project.**

**2. BACKGROUND**

- 2.1 During the course of 2022 several partner authorities expressed a keen interest in developing their own enhanced air quality data provision. This along with the timely announcement that DEFRA was allowing grant bids for monitoring equipment as part of LOT 2 of 2022/23 air quality grant framework provided an opportunity to bid for funding.
- 2.2 On 10<sup>th</sup> February 2023, DEFRA confirmed WRS had been successful in a County wide air quality grant application to cover a significant proportion of costs for enhanced monitoring equipment.
- 2.3 For the purpose of complying with the Government set Local Air Quality Management (LAQM) regime, monitoring of air quality is undertaken almost exclusively across Worcestershire utilising passive diffusion tube monitoring techniques. This method has been robustly tested over many years and is used by all local authorities for the purpose of monitoring nitrogen dioxide (NO<sub>2</sub>) in the outdoor environment. The measurement technique has been fine-tuned over time and it provides

**Executive Committee**  
202321st March

---

us with a level of accuracy that is considered acceptable by the Department of the Environment, Food and Rural Affairs (DEFRA) for the purposes of LAQM work. It is also the cheapest method at a cost of around £7 per location per month (laboratory supply and analysis only). Data using this technique can be harvested over a large geographic area and this method has also proven excellent for the purpose of trending air quality over a long period of time.

- 2.4 There are however limitations to using this technique. Diffusion tubes lack absolute accuracy and can display a +/-10% error rate so locations close to the government objective threshold for action require further study using more sophisticated methods prior to taking further action. Diffusion tube results are not immediate, as they must be subjected to the national QA/QC process which corrects the 'tube bias' retrospectively following the completion of the national adjustment study co-ordinated by DEFRA. Hence data collected in a specific year is not available in a reliable format until the following April.
- 2.5 All of the Worcestershire authorities have diffusion tube monitoring programmes however two locations do have enhanced monitoring and they are located in Kidderminster.
- 2.6 A very accurate NO<sub>2</sub> gas analyser is installed in Kidderminster that monitors pollution in real-time. Diffusion tubes are also co-located here. The data harvested from both techniques provide us with a local bias adjustment factor which provides several scientific advantages over that of the slow national scheme. The data collected also allows us to report nationally what the background NO<sub>2</sub> concentration's are in Worcestershire. Capital cost of this system would be around £17,000 today with annual maintenance cost of £3,000 (single pollutant only). This system is officer time hungry to and is effectively a laboratory instrument inside a bespoke roadside case.
- 2.7 The second site employs a purpose-built electrochemical gas measuring system purchased by Wyre Forest District Council. This system is not as accurate as the other gas analyser and as of writing, is not approved for LAQM work. Nevertheless, it provides real-time information on NO<sub>2</sub> levels, particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>) and ozone (O<sub>3</sub>). The equipment is deployed in the Blackwell Street/Horsefair area which was subject to significant road junction improvements in 2019. Prior to these changes this area had the poorest air quality in Worcestershire and the equipment is being used to monitor the effectiveness of these improvements. The equipment will also be used to monitor the significant developments planned on the



**Executive Committee**  
202321st March

---

east side of Kidderminster over the forthcoming years and determine whether they have a detrimental effect on air quality at this location. The system has a capital cost of around £4,000 and annual maintenance and data harvesting cost is £2,500 per year.

- 2.8 These new systems, referred to in section 2.7, are compact, lightweight air pollution sensors that measure harmful gases and particle matter in real-time, including the main pollutants of concern (NO<sub>2</sub> and PM<sub>10</sub> and PM<sub>2.5</sub>). They are powered using internal batteries or via solar panel and can be attached to a lamp post at the required location making siting flexible and expedient without the requirement of street works consent and additional installation costs.
- 2.9 The sensors provide detailed air quality measurements in real-time and therefore can be used for a variety of purposes including identifying short term trends, tracking pollution hotspots, background concentration monitoring, investigating air quality around schools or other areas. These systems can also be used in isolation or deployed as a network across a wide area to provide a detailed picture and due to the immediacy of the data it has many practical applications in providing early warning through the app and website to advise persons who have respiratory problems of imminent risks due to poor air quality episodes. The data will also be publicly available and will be used in future campaigns around behaviour change and the promotion of active modes of travel.
- 2.10 As discussed in section 2.6, monitoring in real time for several pollutant types has been prohibitively expensive. However, the advent of this new technology is changing the landscape. The purpose of this report is to provide some background information on the technology, breakdown on cost and alternative funding options.

**3. OPERATIONAL ISSUES**

- 3.1 WRS will run and maintain the monitoring equipment on behalf of the authority including the provision of data access through the internet and via mobile app.

**4. FINANCIAL IMPLICATIONS**

- 4.1 As discussed in sections 2.1 and 2.2 above, WRS has made a successful application to DEFRA for funding of enhanced air quality monitoring equipment. The majority of capital and revenue costs will be

**Executive Committee**  
2023

21st March

covered by DEFRA funding however a minimum of 10% match funding is expected of the successful applicant (this will be met by the District Councils in proportion to the number of sensors proposed for each Council area). DEFRA intend to monitor progress on project outcomes for 2 years following the award however revenue budget support requested is for 3 years (4 years in total). Beyond the 4 years the Council has the option of funding the servicing and maintenance as the equipment has a life expectancy of between 10-15 yrs.

- 4.2 WRS have requested grant funding for 2 units on behalf of Redditch BC to be located in strategic locations to be confirmed. Locations under consideration at the moment include a background site for PM monitoring/ Smoke & Solid Fuel burning.

4.3 **Cost Breakdown (with successful grant funding)**

<b>2 units(yr1)</b>	<b>Cost</b>	<b>Match funding (10%) 2022-23 grant</b>
Capital Investment	£8,000	£800
<b>total</b>	<b>£8,000</b>	<b>£800</b>

<b>Revenue (maintenance and data) (3yrs)</b>		
Maintenance	£4,000	£400
Annual data	£1,000	£100
<b>total</b>	<b>£5,000</b>	<b>£500</b>
<b>Total (3 years)</b>	<b>£15,000</b>	<b>£1,500</b>

- 4.4 As detailed in paragraph 3.2 10% match funding would be required by each district council. It is therefore proposed that Executive Committee recommend that £2,300 match funding be funded from Corporate Earmarked Reserves over the life of the project.

**Executive Committee**  
202321st March

---

**5. LEGAL IMPLICATIONS**

5.1 None identified

**6. OTHER - IMPLICATIONS****Relevant Strategic Purpose**

6.1 Action on this proposal and the data from the units would help to support work to address the green thread at the Council.

**Climate Change Implications**

6.2 This proposal supports green initiatives and plans of the Council as it promotes active travel and other behaviour change projects which discourage travel through the use of motor vehicles.

**Equalities and Diversity Implications**

6.3 There are no equalities or diversity implications with this proposal.

**7. RISK MANAGEMENT**

7.1 WRS have been successful in application for DEFRA grant assistance for the capital cost of this proposal. DEFRA are seeking 10% minimum match funding which includes service, maintenance and data processing costs for a total of 4 years should the Council wish to receive the benefits of enhanced air quality monitoring within its boundary.

**8. APPENDICES and BACKGROUND PAPERS**

Appendix 1 – Images of monitoring equipment &amp; screen shot of real time data feed

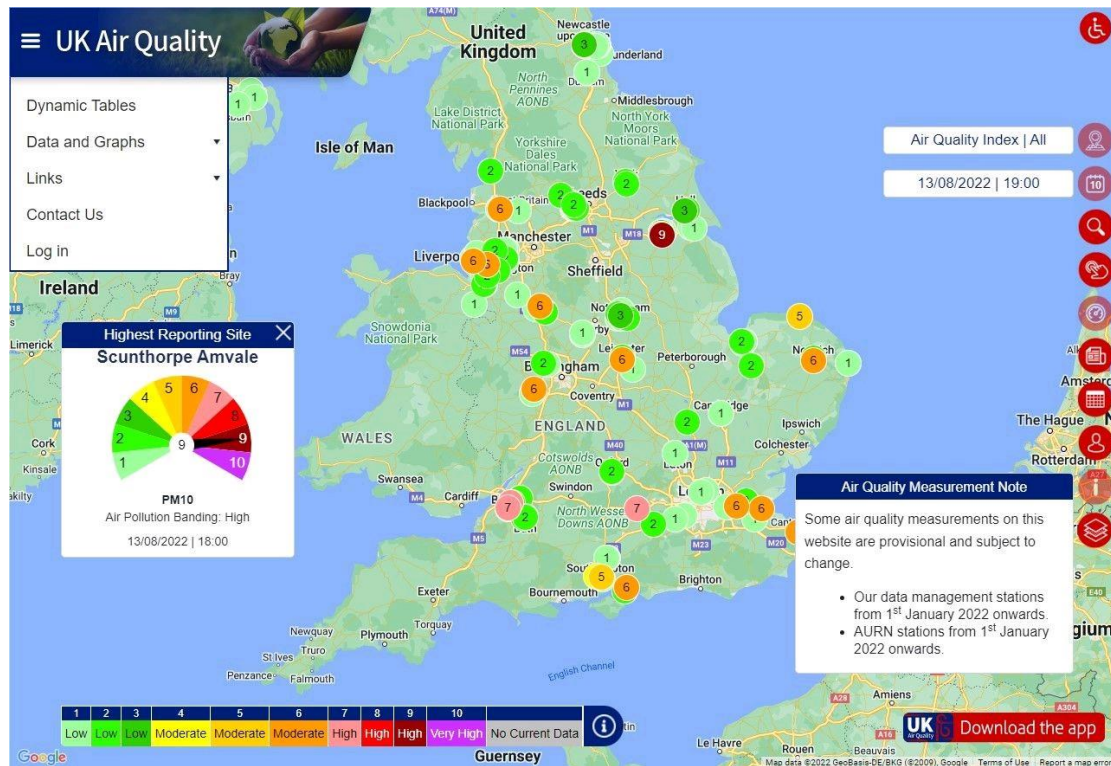
**Executive Committee  
2023**

21st March

**Appendix 1 - images of monitoring equipment & screen shot of real time data feed**



**Screenshot of Website and live Feed**



**Executive**  
2023

21<sup>st</sup> March

**Housing Policies and Tenancy Agreement**

Relevant Portfolio Holder	Councillor C Warhurst, Portfolio Holder for Housing
Portfolio Holder Consulted	Yes
Relevant Head of Service	Judith Willis/Guy Revans
Report Author	Job Title: Head of Community and Housing Services Contact email: <a href="mailto:Judith.willis@bromsgroveandredditch.gov.uk">Judith.willis@bromsgroveandredditch.gov.uk</a> Contact Tel: 01527 64252
Wards Affected	All
Ward Councillor(s) consulted	No
Relevant Strategic Purpose(s)	Finding Somewhere to Live
Key Decision	
If you have any questions about this report, please contact the report author in advance of the meeting.	

**1. RECOMMENDATIONS**

**The Executive Committee RECOMMEND that:**

**1. The following Housing Policies be approved for adoption:**

- (a) Tenancy Management Policy
- (b) Housing Revenue Management Policy
- (c) Garage Policy
- (d) Repairs and Maintenance Policy
- (e) Rechargeable Repairs Policy
- (f) Equipment and Adaptations Policy
- (g) Voids Policy
- (h) Temporary Accommodation Placement Policy
- (i) Temporary Accommodation Charging Policy

**2. Delegated authority be given to the Head of Community and Housing Services and/or Head of Environmental and Housing Property, following consultation with the Portfolio Holder for Housing, to agree any revisions to the Housing Policies following the consultation and in line with any legislative or government guidance updates.**

**2. BACKGROUND**

- 2.1 The Council has several Policies that relate to the management of its housing stock, both in terms of tenancy and capital/repairs and maintenance management. The purpose of the Policies is to ensure fairness, transparency, and objectivity to all our tenants, leaseholders and residents who receive our service.
- 2.2 The Policies have been reviewed and updated taking in to account the latest legislation and best practice. A review of our Tenancy Management Policy (Appendix 1) has consequently led to a review of our Tenancy Agreement (Appendix 2). Appendix 3 sets out a comparison table of the old and new tenancy agreement. Members may recall that the Tenancy Policy and Agreement was reviewed in July 2019. However, with the introduction of a new Housing IT System requiring a review of all the Housing Policies which could impact on the Tenancy Management Policy and Agreement, it was not implemented.
- 2.3 There will be five Tenancy Agreements:
- Introductory to Secure Tenancy
  - Secure Tenancy
  - Affordable Introductory to Secure Tenancy
  - Affordable Secure Tenancy
  - Equitable Introductory to Secure Tenancy

The Introductory to Secure Tenancy has been attached, as it covers the Secure Tenancy, but with four additional pages that set out matters specific to an Introductory Tenancy. The third and fourth Agreement will have minor wording changes that reflects it is an Affordable Tenancy.

The fifth tenancy is an Equitable Introductory to Secure Tenancy. We will be able to offer this tenancy to someone who is under 18, needs housing, and meets the strict criteria for such a tenancy.

The wording at the start of the Equitable Tenancy differs to the other tenancies because in law someone under 18 cannot hold a legal interest in land. This tenancy agreement is not intended to grant a legal estate to the tenant until they are 18. Instead, a chosen Trustee (for example Social Services) will hold the legal estate on trust for them until they are 18. This tenancy explains that whilst they are under 18, all references to 'you' in the tenancy agreement shall operate as a reference to them as the equitable tenant.

**Executive  
2023**21<sup>st</sup> March

- 
- 2.4 Executive Committee in August 2020 delegated authority to Officers to update and implement those housing policies that were set out in government legislation and guidance and are therefore non-discretionary. The following policies have some discretionary elements to them and are therefore brought to this Committee for consideration and approval prior to going to a full tenant consultation exercise in accordance with legislative requirements:

Tenancy Management Policy (Appendix 1)  
Housing Revenue Management Policy (Appendix 4)  
Garage Policy (Appendix 5)  
Repairs and Maintenance Policy (Appendix 6)  
Rechargeable Repairs Policy (Appendix 7)  
Equipment and Adaptations Policy (Appendix 8)  
Voids Policy (Appendix 9)  
Temporary Accommodation Placement Policy (Appendix 10)  
Temporary Accommodation Charing Policy (Appendix 11)

- 2.5 The consultation requirements are that, as Landlord, we must consult and ask for comment from tenants on matters that substantially affect them. This requirement is set out in Section 105 of The Housing Act 1985 for Secure Tenants and Section 137 of The Housing Act 1996 for Introductory Tenants. Both the Tenancy Management Policy and the new tenancies would be classed as having a substantial affect on them as tenant and hence the need for consultation and comment. In addition to the statutory requirement, it is also best practice to engage with our tenants on such matters.

The consultations that are to take place will be writing to tenants regarding how they can view and comment on our Tenancy Management Policy online, or by us posting them a copy if they do not have internet access. With regards to consultation and comment on the new tenancy, as this will be a new contractual document, we are obliged to send all tenants a physical copy of their new tenancy agreement to comment on.

We will consult on the Tenancy Management Policy first; this will be followed by the new tenancy consultation. Each consultation period will be for six weeks, to allow plenty of time for feedback and response.

**3. FINANCIAL IMPLICATIONS**

- 3.1 The Council is responsible for providing a cost effective, efficient Housing Landlord service whilst meeting its obligation to deliver value for money for its tenants alongside a sustainable Housing Revenue

Account. This Policy and Tenancy Agreement will ensure that this responsibility is achieved in a transparent and consistent way.

- 3.2 In implementing the new Policies, the Council will be ensuring that appropriate and proportionate income and charges are applied and recovered. This will support a financially stable Housing Revenue Account.
- 3.3 In respect of the Housing Tenancy Agreement the document will provide tenants with a clearer understanding of both landlord and tenants requirements and legal contractual obligations. Consequently, the Council will be able to pursue the recovery of costs from tenants when appropriate e.g., repairs from deliberate damage and service charges for services being provided.

#### **4. LEGAL IMPLICATIONS**

- 4.1 Social Housing landlords' obligations owed to are principally set out in the Housing Act 1985, The Localism Act 2011 and The Landlord and Tenant Act 1985. Further, the government provides guidance and best practice in relation to these duties and legal obligations.
- 4.2 The Policies attached take into account legislative and best practice guidance.
- 4.3 In respect of the Tenancy Agreement, 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. The statutory duties of a Local Authority Housing Landlord are set out in this document in clear sections. Further, the Regulator of Social Housing 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.
- 4.4 As set out in The Housing Act 1985 it is a legal requirement for the Council to consult with tenants on matters of housing management. This consultation will take place in line with our legal obligations. The Tenancy Management Policy will be consulted on first, followed by consultation on the Tenancy Agreement. Both consultations will take place for six weeks (12 weeks of consultation in total). At the end of each consultation period appropriate amendments will be agreed and made to the documents, they will then become live documents.



- 4.5 S102 of the Housing Act 1985 sets out ways a secure tenancy can be varied. The Council are seeking to vary its terms in accordance with S103 of the Housing Act 1985. The Council must serve a Notice of Variation on each tenant before the changes can take effect, and prior to this, the Council must serve on each tenant a Preliminary Notice. The Preliminary Notice informs the tenant of the Council's intention to serve a Notice of Variation in addition to specifying the proposed variation, its effect and invite the tenant to comment on the proposed. When the consultation process has been completed, the Council must give a minimum notice period of 4 weeks' notice of any change.

## **5. STRATEGIC PURPOSES - IMPLICATIONS**

### **Relevant Strategic Purpose**

- 5.1 The Tenancy Management Policy and Tenancy Agreement support the following Council Strategic purposes:
- Finding somewhere to live
  - Aspiration, work & financial independence
  - Living independent, active & healthy lives
  - Communities which are safe, well maintained, and green

### **Climate Change Implications**

- 5.2 None directly, although where applicable consideration will be given to carbon reduction in implementing relevant aspects of the policy.

## **6. OTHER IMPLICATIONS**

### **Equalities and Diversity Implications**

- 6.1 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.
- 6.2 It is essential that agreements consider 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.

**Executive  
2023**21<sup>st</sup> March

---

- 6.3 Information on data protection rights and privacy statements are included as part of the agreement.
- 6.4 An Equalities Impact Assessment has been undertaken on the Policy and Tenancy Agreement

**Operational Implications**

- 6.5 The Policies will be reviewed every 3 years, unless there are any legislative or best practice guidance that will bring about an earlier review and update,
- 6.6 The Policies will be made available on the Council's website. Hard copies of the Policies will be provided upon request.

**7. RISK MANAGEMENT**

- 7.1 Without up-to-date policies and Tenancy Agreement there is a risk that the Council will not be compliant in its operational duties and those expected by the Regulator of Social Housing. Further, it would provide for less transparency and consistency in service delivery.
- 7.2 Without a sufficiently robust Tenancy Agreement and Tenancy Management Policy the following are the key risks associated:
- Increase in non-rent payers and arrears
  - Sustainment of the Housing Revenue Account
  - Increase in Officer workloads
  - Organisational reputation
  - Risks to Tenants rights
  - Disputes between Tenants and the Council

**8. APPENDICES and BACKGROUND PAPERS**

Appendix 1 - Tenancy Management Policy  
Appendix 2 - Introductory Tenancy Agreement  
Appendix 3 - Comparison Table of Old and New Tenancy Agreement  
Appendix 4 - Housing Revenue Management Policy  
Appendix 5 - Garage Policy  
Appendix 6 - Repairs and Maintenance Policy  
Appendix 7 - Rechargeable Repairs Policy  
Appendix 8 - Equipment and Adaptations Policy  
Appendix 9 - Voids Policy  
Appendix 10 - Temporary Accommodation Placement Policy

**Executive  
2023**21<sup>st</sup> March

Appendix 11 - Temporary Accommodation Charging Policy

Background Papers

None

**9. REPORT SIGN OFF**

<b>Department</b>	<b>Name and Job Title</b>	<b>Date</b>
Portfolio Holder	Councillor Craig Warhurst	5 March 2022
Lead Director / Head of Service	Sue Hanley, Deputy Chief Executive Judith Willis, Head of Community & Housing Services	1 March 2022
Financial Services	Michelle Howell, Head of Financial and Customer Services	1 March 2022
Legal Services	Claire Green, Senior Solicitor	1 March 2022
Policy Team (if equalities implications apply)	Becky Green, Policy Manager	1 March 2022
Climate Change Officer (if climate change implications apply)	Judith Willis, Head of Community & Housing Services	1 March 2022

**Executive**  
2023

21<sup>st</sup> March

---

--	--	--

# TENANCY MANAGEMENT POLICY



## Document Version Control

<b>Created By</b>	Helen Keightley			
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>				
<b>Review Date</b>				
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
	Jon Elger	Various reviews and drafting	21/09/21	Draft
	Jon Elger	Various reviews and redrafting	10/01/22	Draft
	Jon Elger	Various reviews and redrafts	08/02/22	Draft
	Helen Tucker Anthony Collins Solicitors		05/08/22	
	Jon Elger and Clare Jones	Final draft	08/02/23	Final draft

# **CONTENTS**

- 1. Introduction**
- 2. Aims and Objectives**
- 3. Responsibility**
- 4. Legislation and Guidance**
- 5. Related Policies and Procedures**

## 1. Introduction

This policy sets out how Redditch Borough Council (The Council) will manage its tenants, respective of their rights, obligations and responsibilities and as set out in its Introductory and Secure Tenancy Agreements.

## 2. Aims and Objectives

This policy aims to clearly set out the course of actions. The Council will take in managing the various aspects of the tenancy agreement within its wider housing management function.

It aims to set out the broad principles of its operations within the bounds of law and regulation and set clear expectations for all parties bound by the terms and conditions of the tenancy agreement.

Wherever necessary, the operation of this policy will be underpinned by clear and measurable procedures.

## 3. Responsibility

### Tenant's Rights

#### Right to Occupy and the Quiet Enjoyment of the Home

Council Officers will treat all tenants with respect and dignity and comply with our obligations under tenancy law that gives tenants a right to use the property for the purpose for which occupation was granted.

Council Officers will only interfere with this right when it is exercising a legal power or right.

Tenants are also under an implied obligation to provide access to the council on reasonable notice and to behave in a "tenant-like" manner. These are in addition to the obligations set out in the written tenancy agreement.

#### Right to take in Lodgers and sub-let.

Introductory tenants do not have the right to take in lodgers or sub-let any part of their home.

Secure tenants have a right under s93 Housing Act 1985 to take in a lodger (renting out a room under license) or sublet part of their home with the written consent of the Council.

Only a part of the secure tenant's home can be sublet, not the whole home. If the whole home is sublet, then the tenancy ceases to be a secure tenancy and cannot subsequently become a secure tenancy even if the sub tenant leaves. Consent will never be given to sublet the whole home.

In reaching a decision on whether to grant consent to sublet part of the Home, the Council must not unreasonably withhold its consent. Section 94 Housing Act 1985 requires the Council to consider, if subletting will cause overcrowding.

If the part of the home to be sublet is affected by proposed works to the home or the building Consent cannot be given subject to conditions.

The tenant(s) remains responsible for the conduct and behaviour of any lodgers. The Council will take enforcement action against the tenant(s) for breach of tenancy caused by any such lodger and the tenant(s) will be liable for any legal cost incurred in doing so.

## Right to be Consulted about housing management matters

All secure tenants of our homes have a right under s105 Housing Act 1985 to be consulted before any changes are made in matters of housing management and maintenance.

This includes

- New programmes for maintenance, improvement, or demolition of homes in which secure tenants live
- Changes in the practice or policy of the Council
- Services or amenities provided to secure tenants by the Council as their landlord
- That are likely to have a substantial effect on secure tenants.

The Council Housing Services is committed to taking an inclusive and meaningful approach to consultation in the process of changing and continuously improving the housing services it provides, involving tenants, residents, partner agencies and colleagues from the point at which a need to change or improve is identified through to design of a new process or service.

## Right to information

Tenants have a right to information under s104 Housing Act 1985, from us about

- The terms of their tenancy
- Our repairing obligations
- All their legal rights, and obligations

## The Right to Mutual Exchange

Introductory tenants do not have a right to mutual exchange; however, all secure tenants have a right to assign their tenancy by way of mutual exchange, subject to certain conditions being met.

The council can only refuse an exchange if the tenancy or property type makes it incapable of being exchanged or if one or more of the grounds set out in Schedule 3 of the Housing Act 1985 or if it is a Localism Act exchange Schedule 14, Section 158 of the Localism Act 2011 applies.

A Localism Act 2011 exchange occurs when

- Our secure tenant who was granted their tenancy prior to 1 April 2012 exchanges with
- An fixed term assured shorthold tenant on a social rent for 2 years or more OR
- A flexible fixed term tenant of another local authority.

When the above combination of tenants occurs, then the Localism Act 2011 must be followed and if consent is given by both landlords, then the tenants both surrender their existing tenancies and are granted new tenancies by their new landlord.

If our tenant or the other tenant has an Affordable Rent tenancy, then the Localism Act 2011 will never apply to the mutual exchange.

Mutual Exchanges should be cost neutral to the Council and therefore we reserve the right to recover any costs of facilitating the exchange between tenants, for example an advance charge for gas and electric safety checks to be completed.

A tenant must be given a decision whether consent is given or if not, what ground is being relied upon to refuse consent within 42-days of receipt of the initial applications from the tenant. If we do not reply within 42 days, then consent is deemed to have been given so this deadline should be diarised.

The Council can grant consent on two permitted conditions only under Schedule Three HA 1985 (for a non-Localism Act exchange) - which are:

1. That any rent arrears remain
2. That any obligation of the tenancy has been broken or not performed



If it is a Localism Act exchange, then arrears and breach of tenancy are themselves grounds and conditional consent cannot be given.

The remaining grounds for refusing consent are wide ranging and identical in Schedule Three (for non-Localism Act exchanges) and in Schedule 14 (for Localism Act exchanges) and include for example where our tenant is causing anti-social behaviour or the property is adapted and the incoming tenant does not need the adaptations etc.

Where landlords mutually consent to the exchange proceeding, the administration of the exchange will depend on the tenancy types being exchanged.

Our secure tenant exchanging with another of our secure tenants will take over the same secure tenancy and terms and conditions. The rent level may be different depending on the size of the property.

Our secure tenant exchanging with most assured tenants of housing associations will step into each other's tenancy type and terms and conditions. If exchanging into an assured tenancy our outgoing secure tenant will lose the right to buy and will only take over the rights available to an assured tenant on the tenancy agreement terms, they take over.

Section 158 of the Localism Act provides protection for secure tenants of the Council who were granted their tenancy prior to 1 April 2012 and exchanging with an assured fixed term assured shorthold tenant on a social rent or the flexible fixed term tenant of another local authority. Our secure tenant in these circumstances, must be granted a secure or equivalent periodic tenancy by the other landlord.

Our secure tenants whose tenancies began after 1st April 2012 who do a mutual exchange with an assured shorthold tenant on a social rent, or a flexible fixed term tenant of another local authority do not have the above protection. This means they can be granted whatever type of tenancy their new landlord is currently offering. Their security of tenure may reduce and they may also be subject to a higher rent.

## Right to make Alterations and Improvements

Introductory Tenants do not have a right to make alterations and improvements and further restrictions may apply to secure tenants of newly built homes.

Secure Tenants have the right under s97 Housing Act 1985 to make certain alterations, improvements and additions to their home and garden, with written permission obtained from the Council **prior** to making the changes. Tenants are then responsible for any alterations and improvements once made.

Improvements mean any alteration or addition to the Home including to the Council's fixtures and fittings, erecting an aerial and external decoration

The Council will not withhold consent and reasonably and can (under s98) take into account whether the improvement would be likely to

- Make the Home less safe for occupiers
- Cause the Council to incur expenditure which it would not otherwise incur
- Reduce the rental or sale value of the Home

Consent can also be given subject to reasonable conditions. If a tenant does not comply with that reasonable condition that will be treated as a breach of an obligation of the tenancy

The Council will set out its decision on consent in writing within a reasonable time and if consent is refused, setting out the reasons why.

Introductory tenants who have made any changes that are not allowed, or secure tenants that have made changes without the Councils prior knowledge and consent, will be required to return the property back to its original condition. If the Council must do any remedial work, then the Council reserves the right to recharge the tenant(s) or may also, commence legal proceedings to rectify the issue.

Some major alterations and improvements completed with prior consent of the Council, such as installing a new kitchen, bathroom or building an extension for example, unless funded by grant, may attract the right to compensation for improvements found in s99A Housing Act 1985.

Similarly, if the Council makes any upgrades, such as installing new central heating, kitchen bathroom or driveway, for example, it is entitled to uplift the weekly rent charged to account for the improvement.

## The Right to Succession

Tenant's immediate family members may have a right for the tenancy to be passed to them when the tenant dies, and this right will be operated through the Succession and Assignment Procedure.

There are two groups of family members that a sole secure tenancy can pass to on death either a spouse or partner or if none, another family member.

The Council will always first check if the late tenant had themselves been a successor. If so, no further succession right can apply.

S88 Housing Act 1985 makes clear that a tenant will be treated as a successor if:

- They had succeeded to their tenancy on the death of a previous tenant
- They were a joint tenant, but the other joint tenant has already died, and the tenancy continued with them (the right of survivorship)
- The tenancy was assigned to them either as a qualifying successor or by mutual exchange and they were a successor of the previous tenancy they exchanged away from
- Within 6 months of the ending of a previous secure tenancy where they were a successor tenant with us as the same Council landlord, they took on the current secure tenancy

## Ways Succession can take place:

### Surviving Joint Tenant

If the tenancy agreement is in joint names and one of the joint tenants dies, the tenancy will continue with the surviving joint tenant as a sole tenant.

This is called the "right of survivorship" and happens automatically on the date of death. This means that the existing tenancy continues just as a sole tenancy. All rent arrears associated with the tenancy pass to the successor. A new tenancy agreement will not be completed though a set of the terms and conditions could be provided for information. The Council will just change the names on our records.

### Statutory Succession to spouse or partner

If a secure tenancy agreement is in the name of a sole tenant who then dies, then their spouse/partner/civil partner (or person who has been living together with a tenant as their spouse/partner/civil partner) succeeds to the tenancy.

This is as long as immediately before the tenant's death the spouse/partner/civil partner was occupying the property as their only or principal home. The Council may ask for evidence to prove this if there is any doubt.

A statutory succession means that the existing tenancy continues. A new tenancy agreement should not be completed though a set of the terms and conditions could be provided for information. The Council will just change the names on our records and mark the new tenant as a successor.

## Statutory Succession to a family member

If there is no spouse or civil partner on the tenant's death, a family member may be eligible to succeed.

For Secure Tenancies granted before 1st April 2012 (when the Localism Act 2011 came into force) a member of the tenant's family who was living in the property as their only or principal home at the time of the sole tenant's death and during the whole twelve months leading up to their death is a statutory successor.

If there is more than one occupant qualified to succeed, the family members should decide between themselves who will succeed to the tenancy. If they are unable to agree amongst themselves, then the Council is entitled to make the choice.

For the purposes of succession, family members are defined as: spouse, civil partner, parent, grandparent, children, grandchildren, siblings, uncle, aunt, nephew and niece, including step relations and half relations.

As a statutory succession this means that the existing tenancy continues with the new family member. All rent arrears associated with the tenancy pass to the successor. A new tenancy agreement will not be completed though a set of the terms and conditions could be provided for information. The Council will just change the tenant's name on our records and mark the new family member as the successor.

### For Secure Tenancies which began after 1st April 2012,

The Council's tenancy agreement does not contain any right of succession to a family member so if the tenancy began after 1st April 2012 there is no right of succession for a family member.

### Exercising our Discretion on death of a tenant.

The Council recognises that statutory succession rights are limited in law especially after 1st April 2012 and will therefore endeavour to assist in situations where death of a tenant brings about a need to consider the status and future of household members left in occupation.

- It may therefore exercise its discretion to grant a new tenancy of the same home or a different property to a capable adult such as:
- A child or sibling who has been living in the home for at least 12 months preceding the death of the parent and where the parent was the original sole tenant, or a sole successor of a previous joint tenancy granted prior to April 2021
- Resident carers, including those that have given up their home to care for the deceased
- Those accepting responsibility for any dependents and who need to live with them to do so; and
- Adult children with a disability, particularly where the property has been adapted to meet their needs

There is no right to succession by the persons listed above. The Council will consider all relevant circumstances prior to deciding whether to grant a new tenancy which will include for example, affordability, demand and the conduct of the person requesting a new tenancy whilst living at the home.

In every case, succession rights still apply to a child under 18 years of age. However, as a child cannot be a party to a contract which includes a tenancy, they will need support from family members and Social Services for any equitable tenancy to be placed in trust for them until they reach 18 years of age.

A right to succession or a discretion to agree a new tenancy to a person listed above will only be confirmed after careful consideration of the history of the tenancy and the current facts. A new tenancy agreement will then need to be signed.

Proper documentary evidence to prove the death and evidence of living arrangements at the date of death and for 12 months beforehand where relevant must be provided.

## Taking possession after a succession.

Except in cases of survivorship, where a family member (not a spouse or partner) has succeeded, if the property is unsuitable for the succeeding household needs, because it is adapted or too big for example, then within twelve months of the death of the tenant the Council has a right to find the successor more suitable accommodation for their needs.

If the successor is unwilling to move and it is reasonable to expect them to do so, then the Council may seek possession through the County Court, whilst still offering alternative suitable accommodation.

## The Right to Assign or transfer a Tenancy

There is no right of assignment for an introductory tenant.

A secure tenant has the right to assign under s91 Housing Act 1985 only in 3 circumstances.

1. By mutual exchange.
2. Following an order of the Family Court such as a property adjustment order to transfer the tenancy
3. By assigning to a person who would qualify to be a successor if the tenant died. Once one assignment has taken place, this is then deemed to have used the one right to succession so a further assignment cannot take place because there will no longer be any person who can be a qualifying successor.

Once an assignment has taken place, the original tenancy does not end but continues with the person the tenancy was assigned to who take on all rights and responsibilities.

The original tenant loses all rights as a tenant to continue to live in the property and if they remain living there could be excluded from the property by the new tenant they have assigned to.

All applications for succession and assignment will be reviewed and authorised by a tier 5 manager or higher and the Council will undertake to keep accurate and up to date records of both assignments and successions.

## Right to Buy

Introductory tenants do not have a Right to Buy or Right to Acquire their property.

Secure tenants do have a Right to Buy and Right to Acquire and this right is governed by the Government legislation in operation at the time.

## Rent and Other Charges

The Council is responsible for setting rents and service charges in accordance with the provisions of the Housing Revenue Management Policy.

The collection of rent, other tenancy related income and pursuit of tenancy related debts will be governed by the Housing Revenue Management Policy and associated procedures and should be referred to in conjunction with this policy.

## Crime and Antisocial Behaviour

The Council is committed to utilising the full range of tools and powers at its disposal, working with partner agencies wherever possible to deal robustly and proportionately with all forms of nuisance and Antisocial Behaviour (ASB) that have a direct impact upon the sustainability of tenancies and communities and to ensure that residents of all tenures can enjoy peace, quiet and security in and around their homes, whilst remaining tolerant of the reasonable behaviour of others.

Each individual complaint of ASB will be handled in accordance with the ASB Policy and relevant procedures, ensuring that risk and vulnerability is continuously and dynamically assessed throughout the management of the case and where enforcement action becomes necessary, this will always follow a consistent and proportionate process of escalation, with all parties to the case treated with dignity and respect and with due regard to the Equality Act.

Where a tenant is convicted of a serious criminal offence as defined in Schedule 2a of the Housing Act 1985, including Offences against the Person Act 1861, then the Council will seek to repossess the property using the mandatory ground found in section 85A of the Housing Act 1985 and there will be no duty upon the Council to rehouse the convicted person.

## **Domestic Abuse and Safeguarding**

The Council is committed to ensuring that all forms of abuse of power and control are recognised and taken seriously and that all those affected by it are provided with the right information and support by officers that are aware, knowledgeable, and competent in delivering this policy in accordance with their designated roles.

In all cases that it is aware of, the Council will always work to the Domestic Abuse and Safeguarding Policy and support those affected by abuse to sustain safe and secure accommodation and hold perpetrators accountable for their actions.

Only in exceptional circumstances, for example where there is a clear and serious risk of harm or to the life of a tenant and/or their dependents if they were to remain in their property, will the Council work with the person(s) at risk and relevant partner agencies to urgently move them to alternative suitable accommodation that affords either temporary or permanent safety and security. All moves required for any other reason will be processed in accordance with the Allocations Policy, which should be read in conjunction with this Policy.

The Council will grant new secure tenancies for people leaving existing secure / assured non shorthold tenancies for reasons connected to domestic abuse. This also applies to RBC joint to sole secure tenancy changes.

The Council will look, as appropriate, to pursue legal action against anyone who perpetrates domestic abuse against another household member, whilst ensuring that we protect the tenancy rights of any victim of domestic abuse who remain in the property.

## **Property Condition**

The Council will undertake regular checks of the property condition and the frequency of the checks will be at the discretion of the Council, who will have due regard to the section in this policy on giving access, Condition of Property, Repairs and Recharges Policies.

## **Right of Access**

Tenants' have rights to the peaceful enjoyment of their home and therefore all visits to tenants will be by prior appointment, with at least 24 hours' notice given, or at any reasonable time by invitation of the tenant.

Council Officers will never enter any tenanted property by any means without the tenant's knowledge or permission, or without a court order, unless in cases of genuine emergency, for example in situations of fire or flood and / or where partner agencies believe that there is a serious and imminent risk to life or welfare.

In cases where access must be gained in an emergency and the tenant or nominated other person is unable to be contacted, the property will be left secure and the tenant left with information about how to regain access to their property, or other suitable accommodation if their property has or will become uninhabitable.

## **Pets and Animals**

The Council recognise that domestic pets can bring joy, happiness, and comfort to people's lives, helping their owners through difficult times and improving their mental and physical wellbeing. The Council will not unreasonably withhold permission for tenants to keep pets depending on the location and size of pet(s) as suitable to the property type, provided they are well looked after and do not adversely affect the lives of others in the community.

The Council will always consent to the keeping of one household pet, such as a cat, dog, rabbit or small bird for example. The Council has absolute discretion on granting permission for more than one pet or for such creatures as reptiles, insects, arachnids, and snakes that are kept as pets and the Council will deem what is reasonable given the circumstances.

It is the tenant's responsibility to ensure that any pets are always well behaved and kept under control, including the provision of adequate enclosure. Should any pets or other birds or animals cause a breach of tenancy conditions and / or nuisance and annoyance to neighbours or risk to health and safety then the Council has the right to withdraw permission to allow any pet to be kept within the home and is at liberty to request the pet/s be removed and enforce this legally if required.

Tenants are not allowed to keep livestock or any animal which has been classified as dangerous under the Dangerous Wild Animals Act 1976, the Dangerous Dogs Act 1991 and as amended in 1997 at or on any property owned by the Council.

## **Parking Motor Vehicles and Mobility Vehicles**

The Council will not normally get involved in civil disputes about parking, however tenants, residents, occupants, and their visitors must be considerate and mindful when parking vehicles so as not to cause nuisance or annoyance or any obstruction or impediment to any person, service or statutory agency going about their lawful business in the locality or cause any damage to property or the highway.

Parking is prohibited on any council owned grassed area or any communal areas not designated for parking, or for emergency use only. Such vehicles parked in this manner can be removed by the Council who will not be liable for any damage caused and will recharge the registered keeper for the costs of removal and any damage caused.

Disabled parking bays are the only reserved parking spaces and should only be occupied by a driver displaying a Blue Badge. Mobility Scooters are not permitted to be stored or charged in any communal areas, only within the home. In cases where this policy creates difficulty then the Council will work with those affected to identify and implement a sustainable solution.

## **Abandoned Vehicles**

Abandoned vehicles will be assessed and dealt with in line with the Council's Abandoned Vehicles Procedure through the Waste Management Team.

## **CCTV and Surveillance Equipment**

Where tenants are using CCTV or other surveillance equipment such as ring doorbells in a domestic setting and the system only captures images within the boundary of their private domestic property (including their garden), then the data protection laws will not apply.

However, if their system captures images of people outside the boundary of their private domestic property - for example, in neighbours' homes or gardens, shared spaces, or on a public footpath or a street, then the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA18) will apply, and they will need to ensure their use of CCTV complies with these laws or they could face claims for damages.

## **Absence from the Home**

Tenants are entitled to be absent from their properties for up to four weeks if the property remains their only and principal home and there is an intention to return.

Generally, accepted valid reasons for temporary absence are as follows:

- Short prison sentence
- Hospital stays
- Living in student accommodation in term time
- Living in alternative accommodation because of domestic abuse

- Staying with relatives to receive or provide support and care
- Having fixed term employment elsewhere
- Going on an extended holiday.

Where tenants have received a prison sentence the Council will consider the following before deciding on proceedings:

- The nature of the crime
- Expected duration of absence
- Ability to pay the rent for the duration

If the nature of the crime is serious (as defined in the Housing Act 1985 , Schedule 2A) and the tenant will not agree to terminate their tenancy, then the Council can apply for possession under Ground 7A of the Housing Act.

If the length of the sentence and thus the absence from the tenancy means that arrangements for paying the rent and other charges cannot be made, the customer will be encouraged to end the tenancy. If they refuse to give up their property and arrears accrue, possession action will be taken in line with our Income Management Policy.

Secure tenants may wish to take in a house sitter during their absence to look after their property. All requests must be made in writing and permission is at the Council's absolute discretion. See section on subletting and lodgers above.

## Abandonment

We recognise that tenants may not be at their home for a period for a variety of reasons.

Our tenancy agreement states that tenants must notify us in writing if they intend to be away from home for four weeks or more.

Where we believe that the tenant(s) may have abandoned a property, we will take enforcement action in line with legislative requirements and follow our procedures to regain possession of the property.

We will ensure that all appropriate checks have been made to establish, as far as is reasonable, that a property has been permanently abandoned before issuing a Notice to Quit and taking possession of the property. When belongings are left in the Property, we will serve a Tort notice and follow our abandonment policy.

The Council view the abandonment of a property without the tenant requesting appropriate permissions for an extended absence from the property, or failure to serve the Council with the correct notice to end the tenancy as breach of tenancy or tenancy fraud.

## Illegal Occupation/ Sub-Letting and the use of Tenancy Audits

Each and every property should be occupied by the person(s) to whom we have legally allocated it to, and we will verify the identity and circumstances of prospective residents periodically through a program of tenancy audits.

We will publicise our approach to tenancy fraud, raise awareness and encourage residents to report suspicions of tenancy fraud to us for investigation.

We will investigate all cases of reported and/ or suspected tenancy fraud and where we find evidence, we will act. This may include taking steps to recover possession of the property and where there may be unauthorised occupants who are unaware that tenancy fraud has been committed, we will provide them with appropriate advice and information.

In accordance with the Prevention of Social Housing Fraud Act 2013, where we find evidence of fraud, the Council may seek to bring a criminal prosecution. The Council may also seek an unlawful profit order and will always share data and information that prevents or detects crime with the police and other relevant statutory agencies.

## Decants and Priority Moves

### Emergency Decant

This is when an unexpected event has taken place rendering the property uninhabitable and arrangements need to be made quickly to provide alternative accommodation. This could include another Council property, hotel or bed and breakfast accommodation.

We will assist our tenants to secure suitable alternative accommodation in such circumstances, but the costs incurred are the responsibility of the tenant. In some circumstances the Council's Building Insurer will assist with these costs, but for all other situations the tenant or their Contents Insurer retains responsibility for the costs of alternative accommodation.

Where tenants are staying in accommodation with no cooking facilities, we may consider contributing to cover the cost of purchasing meals. This decision will be made on a case-by-case basis dependant on individual circumstances.

### Temporary Decant

This could include major repairs to a home which would result in severe disruption to the tenant if they remained in the property. Options are like those for an emergency decant.

If a tenant moves to a temporary decant property owned by the Council and wishes to remain in the decant property, then we would not unreasonably refuse the request.

For temporary and permanent decants; if we are required to move a tenant to fulfil our landlord obligations, we will use a Decant Licence that does not provide any security of tenure. The customer will retain their main tenancy and rent will be charged at their principal address.

### Permanent Decant

In certain circumstances tenants may be offered a permanent move through a new letting, this could be where a property is to be demolished as part of a redevelopment. In these situations, we will work with the tenant to ensure their needs are met wherever possible. If agreement cannot be achieved, we may serve a Notice of Seeking Possession and commence legal action.

Tenants who are permanently decanted may be eligible for Statutory Home Loss Payment. These amounts are fixed and set out by law in the Land Compensation Act (1973) and the relevant Home Loss Payment (Prescribed Amounts) (England) Regulations.

To qualify, the tenant must have an assured or secure tenancy and lived at the property for a minimum of 12 months.

The payment will usually be off set against any rent arrears.

For joint tenancies one home loss payment will be shared between both tenants.

If a permanent decant is a voluntary decision because of repair work, the tenant will not be entitled to a home loss payment.

### Priority Moves

The Council will ensure that when tenant's circumstances or housing needs change and they may wish to move to accommodation more suited to their needs, they will be fully advised of their housing options and supported to make the appropriate applications and registrations for transfer through our Choice Based Lettings system and in accordance with the Allocations Policy.

### Tenancy Sustainment Activities - providing support to vulnerable tenants

Every effort will be made before and during the tenancy to support tenants and avoid the route of either party bringing the tenancy to an end, leaving the tenant(s) without a secure home.

Housing Services will periodically review tenancy failure rates and reasons for tenancy termination and if necessary, review and amend strategy to support the most vulnerable, minimise tenancy failure and reduce the risk of homelessness.



## Ending Tenancies

The Council will manage the ending of tenancies in accordance with the current procedure and as set out in the tenancy agreement.

## Neighbourhood Management

Housing Services views good neighbourhood management as an inextricable part of managing and sustaining tenancies and local communities.

Therefore, The Council's Housing Services Teams will work and collaborate proactively and positively with wider Council departments, other relevant statutory agencies and local stakeholders to ensure that all residents live in clean and safe environments including, but not limited to, regular neighbourhood inspections and contract monitoring.

## When Things go Wrong

Housing Services understand that sometimes things go wrong, and the service is keen to use legitimate cases of both internal and external resident and services users dissatisfaction to learn about what has gone wrong and use the information to improve the services it provides.

Residents and service users are actively encouraged to send us their feedback on the services they receive and participate constructively in reviews and improvements relating to the way services are designed, delivered and managed.

Formal Complaints will be accepted and addressed in line with guidance as set out in the Housing Services Complaints and Enquiries Standard.

## 4. Legislation and Guidance

- Housing Act 1985
- Localism Act 2011
- Mental Capacity Act 2005
- Children Act 1989
- Equality Act 2010
- Offences Against the Person Act 1861
- Crime & Policing Act 2014
- Dangerous Wild Animals Act 1976
- Dangerous Dogs Act 1991 (Amended 1997)
- Torts (Interference with goods) Act 1977
- Prevention of Social Housing Fraud Act 2013

## 5. Related Policies, Procedures and Documents

- Housing Services Complaints and Enquiries Standard
- The Tenancy Agreement
- Income Management Policy
- Introductory Tenancy Management Policy
- Abandoned Vehicle Procedure
- Allocations Policy
- Repairs Policy
- Recharges Policy
- ASB Policy
- Domestic Abuse Policy
- Safeguarding Policy
- Right to Buy Policy

This page is intentionally left blank

**Appendix 2**

**SOCIAL RENT INTRODUCTORY  
TENANCY WHICH CONVERTS TO  
SECURE TENANCY FOR**

Redditch Borough Council



[www.redditchbc.gov.uk](http://www.redditchbc.gov.uk)

## Welcome to your new home

We want you to enjoy living in your new home and believe it is important that we make it clear from the start of your tenancy agreement what you can expect from us and in turn what we will expect from you during your tenancy agreement. This document sets out your rights and responsibilities and our responsibilities to you as landlord under your tenancy agreement.

## What type of tenancy agreement do you have?

We have given you an Introductory Tenancy under the Housing Act 1996 which converts to a Secure Tenancy under the Housing Act 1985 at the end of the introductory period. This means that for the first 12 months, (which may be extended) your tenancy will be a less secure form of tenure than a Secure Tenancy, which means that it is much easier for us to evict you. You also have fewer rights than a Secure Tenant.

## Introductory Tenancy

The purpose of the Introductory Tenancy is:

- for you to get used to living in your home; and
- to enable us to decide whether you are able to sustain a long-term tenancy without breaching its terms; and
- for you to decide if you would like a long-term tenancy with us.

We aim to use the Introductory Tenancy in conjunction with a range of other measures to help us tackle breaches of tenancy such as:

- anti-social behaviour
- non-payment of rent
- damage to property

We expect you to look after your home and to treat your neighbours in the way you would like to be treated. You must pay your rent and any other charges due under the tenancy agreement on time and keep to the terms of this tenancy agreement. We believe that these are reasonable expectations.

## What happens to my tenancy if I do not breach the terms and conditions?

If you conduct your tenancy agreement to our satisfaction and we do not notify you that we intend to end your tenancy agreement, then your tenancy will become a Secure Tenancy at the end of the qualifying period (which is normally 12 months but can be extended by us for a further period).

## What happens to my tenancy if I breach the terms and conditions?

If you do not keep to the terms and conditions of this tenancy we may seek a possession order to evict you.

It is therefore important that you, your family and your visitors know exactly what is expected whilst you are our tenant. Please read your tenancy agreement carefully and ask us

any questions if there is anything you don't understand. If you have any difficulties reading tell us and we will go through the terms with you.

Please also ensure that you keep this tenancy agreement in a safe place as you may wish to look at it if you have a question about it in the future.

## Contents

### **PART 1: TERMS WHICH APPLY THROUGHOUT THE CONTINUANCE OF THIS TENANCY**

1.	GENERAL TERMS:.....	5
2.	YOU AND WE AGREE: .....	9
3.	OUR OBLIGATIONS – WHAT WE MUST DO .....	12
4.	YOUR OBLIGATIONS – WHAT YOU MUST DO.....	14

### **PART 2: OTHER TERMS WHICH APPLY WHILST THIS TENANCY REMAINS AN INTRODUCTORY TENANCY**

5.	YOUR OBLIGATIONS – WHAT YOU MUST DO.....	24
6.	YOUR RIGHTS.....	24
7.	HOW WE MAY END YOUR TENANCY .....	25

### **PART 3: CONVERSION OF INTRODUCTORY TENANCY TO SECURE TENANCY**

8.	YOU AND WE AGREE: .....	25
----	-------------------------	----

### **PART 4: OTHER TERMS WHICH APPLY IF THIS TENANCY BECOMES A SECURE TENANCY**

9.	YOU AGREE THAT IF YOUR TENANCY BECOMES A SECURE TENANCY:.....	25
10.	YOUR RIGHTS.....	26
11.	HOW WE MAY END YOUR TENANCY .....	28
	SCHEDULE 1 DEFINITIONS .....	29
	SCHEDULE 2 – THE SERVICES.....	29
	APPENDIX 1 – TITLE AND PLANNING.....	29

**DETAILS OF YOUR TENANCY AGREEMENT**

**THIS AGREEMENT (the “Tenancy”) IS MADE BETWEEN:**

**Landlord’s name:** Redditch Borough Council of Town Hall, Walter Stranz Square, B98 8AH (“we, “us” and “your landlord”). We are registered with the social housing regulator, which is currently the Regulator of Social Housing, an executive non-departmental public body which regulates registered providers of social housing, but includes any body which takes over substantially the same regulatory and supervisory functions of the Regulator of Social Housing (the “Regulator”) under registration number 47UD.

**AND**

**Tenant(s)** .....

**Full names:** ..... (“you”)

**PART 1: TERMS WHICH APPLY THROUGHOUT THE CONTINUANCE OF THIS TENANCY**

**1. GENERAL TERMS:**

1.1 You and we agree that:

- if a word is set out in bold in this Tenancy when it is first used then its meaning is set out in Schedule 1 of this Tenancy; and
- the clause, paragraph, schedule, and appendix headings do not form part of this Tenancy and shall not be taken into account in its construction or interpretation
- words in italics are for explanation only and do not form part of the terms and conditions of this Tenancy for legal purposes.

1.2 We grant **you** a tenancy of your **Home** at:

.....  
.....  
.....

on the terms and conditions set out in the Tenancy.

1.3 The **Start Date** of this Tenancy is ..... On the Start Date this Tenancy is a weekly **Introductory Tenancy** within the meaning of the Housing Act 1996. This Tenancy will become a weekly **Secure Tenancy** within the meaning of the Housing Act 1985 if:

- 12 months have passed from the Start Date; and

- the conditions set out in Part 3 of this agreement for automatic conversion to a Secure Tenancy are met.
- 1.4 We may extend the initial 12-month period of your Tenancy as an introductory tenant by an **Extension Period**. If we do so your Tenancy will stay an Introductory Tenancy for the duration of the Extension Period.

**Rent payments**

- 1.5 Your **Rent** is made up of **Net Rent**, **Service Charge** and **Other Charges** added together which at the Start Date are:

Net Rent	£.....
<b>Benefit Eligible Service Charge</b>	£.....
<b>Non-Benefit Eligible Service Charge</b>	£.....
Total Service Charge	£.....
Other Charges	£.....
<b>Total weekly Rent of</b>	<b>£.....</b>

The Rent for the **First Period** will be a pro-rata amount of the Rent and is due on the Start Date. The Rent for the **Second and Subsequent Periods** is due weekly in advance and is payable on a Monday. If we let you pay at a different frequency (e.g. weekly in arrears), you must pay on the agreed dates.

Your Rent is payable for 48 weeks of the year and will be calculated so there are four Rent free weeks when you do not have to pay your Rent. This does not alter the amount you pay over one year. You are not expected to pay Rent during Rent free weeks unless you are in arrears of Rent, or you are subject to an agreed payment plan or Court Order.

**Please note that the above amounts are subject to change in the way set out in this Tenancy.**

**First change to the Rent if the Start Date is in February or March**

**Notice of Variation of Rent**

- 1.6 If the Start Date is in February or March, your Rent will change on the first Monday in April following the Start Date and from that date the new Rent for your Home will be:

Net Rent	£.....
Benefit Eligible Service Charge	£.....
Non-Benefit Eligible Service Charge	£.....
Total Service Charge	£.....



Other Charges £.....

**Total weekly Rent of** £.....

Your weekly Rent from the first Monday in April has been determined in accordance with clause Error! Reference source not found. below.

If the Start Date is in February or March and this clause applies to you, clause 2.4.1(a)(i) and 2.4.1(a)(ii) below will not apply to this first change to your Rent but will apply to all subsequent changes to your Rent.

**\* insert or delete as appropriate**

**Former Occupancy Debts**

1.7 If this paragraph is completed, it means that this is an exceptional case and we have allowed you to:

- o remain in occupation of your Home under a new Tenancy; or
- o move into your Home

even though you have **Former Occupancy Debts** arising:

- o under a previous occupancy of your Home; or
- o from another property owned by us

which you must now pay.

1.8 You agree that as at.....\* being the date the occupancy of.....  
.....\* ended there were Former Occupancy Debts of £.....\*

1.9 You agree that you will pay the Former Occupancy Debts:

- immediately
- at the rate of £ \_\_\_\_\_ per week until they are paid in full, the first payment to be made on or before \_\_\_\_\_

FOR STAFF USE ONLY  
NB: please tick which sentence applies and delete the one that does not

1.10 You agree that the Former Tenancy Debts are part of the Rent due on your Home.

1.11 You agree any payments you make to us may be used by us towards any Former Occupancy Debts before using it to pay the Net Rent, Service Charge and Other Charges arising under this Tenancy.

**Services**

1.12 We will provide you with the **Services** listed in Schedule 2 for which you pay the Service Charge.

**Other Services**

1.13 If we provide you with any **Other Services**, they are listed below for which you will pay the Other Charges.

- [Electric Charge?] £.....
- £.....
- £.....

**Lawful Occupiers**

1.14 You have confirmed that the following people are the **lawful occupiers** living in your Home:

First names(s)	Surname	Date of Birth	Sex M/F	Relationship to you	Immigration Status	Date of Check
[tenant]						

1.15 You agree:

- o to notify us immediately if during the Tenancy the immigration status of any of the lawful occupier’s changes from that recorded in the above schedule
- o to notify us immediately if during the Tenancy any of the lawful occupiers moves out of your Home or if there are new additional members of your household that are not recorded in the above schedule
- o not to permit anyone other than the lawful occupiers to occupy your Home without our prior written consent.

Failure to comply with the above obligations will be a breach of this Tenancy. We may carry out ‘Right to Rent’ or similar checks against ALL adults living in your Home.

Before signing this Tenancy, I/we have been requested to read, and I/we understand the terms in this Tenancy, which includes the terms set out below and I/we confirm I/we have done so.

..... Date.....

.....

**NAME IN CAPITALS**

..... Date.....

.....

**NAME IN CAPITALS**

**Signed by the tenant(s)** [If there is more than one tenant then each of you must sign].

.....

Date.....

**Signed by and on behalf of your landlord**

## 2. YOU AND WE AGREE:

### Energy Efficiency Payments

#### 2.1 That:

- you do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System**
- subject to any agreement we have with a third party otherwise, we will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether we or a third party owns the Energy Efficiency System)
- if asked, you shall reasonably assist us to ensure we have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that we are so entitled to benefit
- you may use any electricity and/or heat generated by any Energy Efficiency System.

### Reserved rights

#### 2.2 We retain the following rights over the **Property** for the benefit of us or any third party authorised by us:

- the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any Energy Efficiency System in and on the Property (including the right to attach the Energy Efficiency System to the Property and remove any part or the whole of the Energy Efficiency System from the Property)
- the right to change the position of any part of the Energy Efficiency System in or on the Property with your prior consent, which you must not unreasonably withhold

- the right to use all means of reasonable access to and through the Property and the **Building** for access to and from the Energy Efficiency System so that we or any third party authorised by us can exercise the rights set out in this clause
- the right to connect into, use and alter the existing electrical cabling, installations and other service media within the Property in connection with the use of the Energy Efficiency System for the generation of electricity via the Energy Efficiency System, including exporting electricity or gas to the Grid, and the passage or transmission of utilities to and from the Energy Efficiency System and the Property
- the right to support and protection for the Energy Efficiency System from the Property and the Building.

### Third Parties

- 2.3 Nothing in this Tenancy shall give to any other person any benefit or the right to enforce any term of this Tenancy. You and/or your landlord may vary or end this Tenancy without being required to obtain the consent of any other person.

### Rent review

- 2.4 Except where we give you notice at clause 1.6 above of the first change to your Rent under this Tenancy (in which case the first change to your Rent will be as set out at clause 1.6 above) or you agree with us to change your Rent, the Rent will be changed in the following way:

#### 2.4.1 Rent Review

- (a) by us at the **Rent Review, Service Charge Review or Other Charges Review** the after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*
- (i) *give you at least four weeks' written notice of a Rent Review, Service Charge Review or Other Charges Review; and*
  - (ii) *send you a notice of variation setting out the **Reviewed Rent** and stating the date on which the Reviewed Rent will take effect. The Reviewed Rent shall not take effect until at least four weeks after the notice of variation is sent.*

#### 2.4.2 Replacement fund

We may include in the amount of Service Charge a sum of money to be kept towards replacement of any item used in connection with the provision of a Service.

### Changing the Terms of this Tenancy

- 2.5 Apart from any changes in the amount of Rent, the terms of this Tenancy can be changed by either:
- (a) the written agreement of you and us; or
  - (b) by us, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*

- (i) *write to you to set out the changes to the Tenancy we wish to make;*
- (ii) *give you a reasonable period of time to make written representations to us about the changes;*
- (iii) *consider any written representations made by you; and*
- (iv) *send you a notice of variation setting out the **New Terms** and stating the date on which the New Terms will take effect. The New Terms shall not take effect until at least four weeks after the notice of variation is sent.*

### Refusing any Reviewed Rent and/or New Terms

- 2.6 If you do not want to continue the Tenancy with the Reviewed Rent or **Varied Terms of Tenancy**, you can end the Tenancy serving a valid notice to quit on us before the Reviewed Rent and/or Varied Terms of Tenancy take effect.
- 2.7 The Reviewed Rent and/or Varied Terms of Tenancy will not take effect if you have served a valid notice to quit on us in accordance with clause 2.6 above.

### Service of Notices

#### To serve a notice on you

- 2.8 Any notice which we must serve on you will be validly served if it is addressed to you and posted or delivered to your Home. We may also (in addition) validly serve notices on you electronically where you have given us an email address or other digital address with which we can communicate with you electronically including by way of our online portal.

#### To serve a notice on us

- 2.9 You can serve any notice on us if you send or deliver it to us at the address on page 5 of this Tenancy. We may also accept service of notices in some circumstances electronically on our online portal. In such cases notices will only be validly served on us once we have acknowledged and confirmed acceptance of such notices in writing.

### Other information

- 2.10 We are subject to any guidance on housing management practice issued by the **Regulator** with the approval of the Secretary of State.

### Our consent

- 2.11 Any reference in this Tenancy to the giving of consent by us requires the consent to be in writing.
- 2.12 Any such consent given by us under this Tenancy may:
- have reasonable conditions attached to it which you must comply with;
  - be limited to a specific time period; and
  - be withdrawn by us on reasonable grounds by giving you written notice.

## References

- 2.13 All references in this Tenancy to sections and schedules of Acts of Parliament are to be regarded (unless we decide otherwise) as including:
- references to those sections and schedules as amended, varied, replaced, or re-enacted from time to time; and
  - all subordinate legislation made from time to time under that Act of Parliament.

## 3. OUR OBLIGATIONS – WHAT WE MUST DO

### WE AGREE:

#### Possession: letting you into your Home

- 3.1 To give you possession of your Home at the Start Date.

#### Right to occupy: allowing you to live in your Home

- 3.2 Not to unlawfully interrupt or interfere with your right to peacefully occupy your Home.

#### Insurance: What we will insure

- 3.3 To insure the structure of your Home and any Energy Efficiency System (but not fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover.

#### Repairs

- 3.4 In accordance with section 11 of the Landlord and Tenant Act 1985, to:

##### **repair of installations: repairing drains, pipes and similar things**

- 3.4.1 keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of:

- water;
- gas;
- electricity; and
- sanitation (including basins, sinks, baths, and sanitary conveniences)

but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity; and

- 3.4.2 keep in repair and proper working order the installations in your Home for space heating and heating water;

##### **repair of structure and exterior of your Home**

- 3.4.3 keep in repair the structure and exterior of your Home including:

- drains, gutters and external pipes;

- the roof, outside walls and external doors and frames;
- chimneys, chimney stacks and flues;
- windows, window catches, windowsills and frames;
- internal walls, floors and ceilings;

**repair of common parts: repairing items in Communal Areas**

3.4.4 where your Home is a flat or maisonette, and the Building is owned or controlled by us, and any disrepair or any installation that does not work affects your enjoyment of your Home or any **Communal Areas**, keep in repair and proper working order the installations for the supply of:

- water;
- gas;
- electricity;
- sanitation;
- space heating;
- water heating,

that directly or indirectly serve your Home in any part of the Building and keep in repair the structure and exterior of the Building.

3.5 To keep in repair and proper working order:

- any Energy Efficiency System; and

where your Home is a flat or maisonette, and the Building is owned or controlled by us, all Communal Areas including:

- entrances;
- hallways;
- stairways;
- lifts;
- passageways;
- electric lighting.

**Repairs we are not responsible for**

3.6 We are not responsible for any **Works** needed to your Home and/or the Property and/or any Energy Efficiency System which are your responsibility or if they are needed because of any neglect or damage caused to them by the lawful occupiers and/or your visitors and/or **Pets**.

**Data Protection**

3.7 As the 'controllers' of the 'personal data' we hold about you (and other lawful occupiers) we are committed to data protection and upholding your and their rights over your and their data by complying with all relevant data protection legislation. We

will process the personal data in your Tenancy in order to manage our landlord and tenant relationship with you including sharing data with our agents and other contractors as necessary. We may process other data for other purposes and that processing is explained in our Privacy Notice which can be found on our website.

## 4. YOUR OBLIGATIONS – WHAT YOU MUST DO

### YOU AGREE:

#### Possession: Living in the Property

- 4.1 To move into the Property at the start of the Tenancy and occupy your Home as your only or principal home and to accept it in its current state of decoration at the start of the Tenancy.
- 4.2 To tell us as soon as practicable if you will be away from your Home for more than four weeks in a row. You must make sure that your Home will be looked after and secured while you are away and provide us with your contact details or the contact details of someone else in the local area who can deal with an emergency on your behalf. You must ensure your Rent is paid whilst you are away.

#### Rent

- 4.3 To pay the Rent when it is due. Where there is more than one of you, you are all jointly and severally responsible for paying the Rent.

#### Benefit

- 4.4 To be responsible to find out if you are eligible for **Benefit** to pay some or all of your Rent and to make the application and any renewal application.
- 4.5 If you are entitled to receive Benefit, you will (if legally permitted to do so):
  - request in writing that the relevant agency pay the Benefit direct to us
  - agree to give us permission to approach the relevant agency to discuss your claim.
- 4.6 If your circumstances change, you must tell both us and the relevant agency as soon as possible in case the change affects your entitlement to Benefit. If you are overpaid Benefit and the overpayment is lawfully recoverable, we may reclaim this from you.

#### Outgoings

- 4.7 To pay all outgoings for the Property for which you are responsible (such as electric gas and water charges).

#### Overcrowding

- 4.8 Not to allow your Home to become statutorily overcrowded (as defined in the Housing Act 1985).

#### Gardens, driveways and paths

- 4.9 To:



- keep any garden, drive, pathway, path, shed, store, pond, greenhouse, fence, or other structure, which are your responsibility and that form part of the Property, well-maintained and in a good condition. You must ensure that any trees and hedges:
  - are maintained to a reasonable height and condition;
  - do not obstruct any windows, doors or footpaths;
  - do not cause damage to any other property on the Estate; and
  - do not grow to interfere with the passage of light, wind and air to any Energy Efficiency System
- ensure you do not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of the Property or in Communal Areas other than in designated receptacles; and
- not remove any tree, hedge, or wall from the garden of the Property or on the Estate without first getting our consent; and
- not install any shed, greenhouse, garage, aviary, cage or similar structure in the garden of the Property or on the Estate without first getting our consent any planning permission or any other permissions that may be needed; and
- be responsible with any neighbour for the maintenance of any fencing between your and your neighbours' garden(s).

### Use of the Property

- 4.10 That neither the lawful occupiers nor your visitors, shall operate a business or any other commercial activity at the Property or in the Building or on the Estate without first getting our consent and any planning permission or any other permissions that may be needed.
- 4.11 That neither the lawful occupiers nor your visitors, shall commit, threaten to commit nor support any act of **Terrorism** at the Property, the Building and/or the Estate.
- 4.12 That neither the lawful occupiers nor your visitors shall use or threaten to use the Property, the Building and/or the Estate and/or any other estate owned or managed by us for any illegal, immoral, or unlawful activity.

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
- storing or distributing racist material or illegal pornography;
- prostitution;
- storing, possessing and/or handling stolen goods;
- storing, and/or possessing illegal or unlicensed firearms and/or weapons.

### Signs

- 4.13 That neither the lawful occupiers nor your visitors shall put up or display any notice, trade plate or advertisement inside the Property so as to be visible from outside the Property and/or on the outside of the Property and/or on the Estate without first getting our consent.

### **CCTV and Other Domestic Surveillance Devices**

- 4.14 That neither the lawful occupiers nor your visitors shall erect and fit any **Domestic Surveillance Systems** to the Property, the Building and/or the Estate without first getting our consent.
- 4.15 Any such consent given by us under this Tenancy may have reasonable conditions attached to it which you must comply with, including complying with all relevant data protection legislation and guidance published by the Information Commissioner.

### **Nuisance: What you, your friends and family must not do and whose behaviour you must control**

- 4.16 That the lawful occupiers or your visitors will not do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:
- other tenants of properties on the Estate; and/or
  - any person living in, visiting, or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us; and/or
  - any of our staff or contractors.
- 4.17 To be responsible for the behaviour of:
- any person, including children and lodgers living in and/or visiting the Property; and/or
  - any Pet belonging to the lawful occupiers or your visitors when they are in the Property and/or in the locality and/or in the Communal Areas and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which will or is likely to, or is capable of, causing a nuisance and/or annoyance include (but are not limited to):

- unreasonable noise such as loud music, radios, television, electronic equipment, musical instruments, shouting, screaming, revving car or motorcycle engines, banging on party walls or ceilings, throwing furniture, banging and slamming of doors and disturbance from do-it-yourself works;
- selling drugs;
- using abusive and/or offensive language;
- playing ball games close to someone else's home
- vandalising property;
- being violent or threatening violence towards someone.

### Harassment: bullying, pestering and upsetting other people

- 4.18 That the lawful occupiers or your visitors, will not:
- harass or threaten to harass any person for any reason, including (but not limited to) harassing someone on the **Harassment Grounds**; and
  - and
  - do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
    - any other tenant or a member of his/her household or their visitors;
    - an adjoining occupier;
    - our staff or contractors;
    - any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us

### Domestic violence and/or abuse: Violence and abuse towards your household or people who used to live with you

- 4.19 That the lawful occupiers or your visitors, will not be, or threaten to be, violent and/or **Abusive** towards:
- any other lawful occupier; and/or
  - any current or former partners; and/or
  - their friends and/or family,
- in the Property and/or the Building and/or on the Estate and/or any other estate owned or managed by us.
- 4.20 That if you breach your responsibilities set out in clause 4.19 above, we will seek to take prompt and appropriate legal action against the perpetrator of the Abusive behaviour, whilst aiming to protect any tenancy rights of any victim of Abusive behaviour in your household.

### Access: When you must let us into the Property

- 4.21 To allow us, our employees, agents and/or contractors:
- immediate access to the Property in an emergency; and
  - on giving 48 hours' notice, access to the Property even if there is no emergency to:
  - carry out any inspections at the Property (including electrical inspections and inspections of the condition of the Property and/or any Energy Efficiency System);
  - carry out any Works to the Property, the Energy Efficiency System, or any adjoining homes or to the Building and/or Estate; (including Works that we consider necessary on health and/or safety grounds);

- carry out any of our obligations under this Tenancy or imposed on us by law (including the carrying out of an annual gas safety inspection);
  - provide any Services and/or Other Services under this Tenancy.
- 4.22 That if you do not allow access to us, our employees, agents and/or contractors in breach of your obligations under clause 4.21 above, you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within four weeks of us requesting payment from you.
- 4.23 That:
- if you do not allow us access to the Property in accordance with clause 4.21, we may take court action to gain access to the Property
  - in an emergency or where we need to carry out a gas safety inspection, we have a right to enter the Property immediately without giving you notice. In such cases we may need to force immediate access to the Property.

### Pets

- 4.24 Subject to paragraph 4.25 below, we give you consent to keep a Pet at your Home or the Property as long as the Pet is not a dog that is prohibited under the Dangerous Dogs Act 1991 or classified as dangerous under the Dangerous Wild Animals Act 1976, or any other Pets prohibited in law
- 4.25 If your Home is:
- at a **Shared Living Area Scheme**, you must not keep any Pets in the Property without first getting our consent
  - a **high-rise flat**, you must not keep any Pets in the Property, unless the Pet is an assistance dog to support a disability such as a “guide dog” for the blind or a “hearing dog” for the deaf
  - a **low-rise flat**, you must not keep more than one cat or dog in the Property.
- 4.26 That if we give you consent to keep a Pet at the Property you agree:
- that the Pet will be looked after properly and kept under control at all times
  - that dogs must be kept on a lead at all times in the Building, Communal Areas and/or on the Estate
  - that dogs must not enter children’s play areas in the Communal Areas and/or on the Estate
  - that the Pet will not cause nuisance or annoyance, harm or damage to any other person or property
  - not to mistreat or neglect the Pet or keep the Pet in poor or unsanitary conditions or conditions inconsistent with the Pet’s welfare
  - not to leave the Pet unattended for long periods of time
  - that the Pet will not foul in the Building, the Communal Areas and/or the Estate. If the Pet does foul in the Building, the Communal Areas and/or the Estate, you agree to remove the waste and clean the area

- to provide and maintain a suitable living environment for the Pet that does not pose a risk to your Home, the lawful occupiers, your visitors, other animals or your neighbours
  - to ensure that you comply with any legislation applying to the Pet, such as, but not limited to, micro chipping of dogs
  - not to keep the Pet for commercial breeding purposes without first getting our written consent and any licences or other permissions that may be needed.
- 4.27 That if you breach your obligation under clauses 4.24 to 4.26 above, we shall be entitled to:
- impose additional reasonable conditions which you must comply with; or
  - withdraw our consent and require you to remove the Pet from your Home or the Property on giving you one week's written notice.
- 4.28 If we withdraw our consent for you to keep a Pet at your Home or the Property and you fail to remove the Pet on our written request, your breach shall be regarded as a breach of this Tenancy.

### Communal Areas and facilities

- 4.29 That the lawful occupiers or your visitors, will keep any Communal Areas in a clean condition; where we provide a cleaning service for which you pay a Service Charge any areas must still be kept tidy.
- 4.30 That the lawful occupiers or your visitors will use any facilities provided within the Communal Areas (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.
- 4.31 That neither the lawful occupiers nor your visitors will use the electrical power points in the Communal Areas for your own power supply purposes or for the charging of any items including mobility scooters unless it has been designated as a communal charging point.
- 4.32 That neither the lawful occupiers nor your visitors will not keep or leave any personal belongings in the Communal Areas. We operate a zero-tolerance policy relating to items left in Communal Areas in the way set out in any specific signage displayed in the Communal Areas.

### Vehicles

- 4.33 That neither the lawful occupiers nor your visitors will park any van (under 5.5 metres long), motor car, motorcycle or moped anywhere at the Property, the Building and/or the Estate other than where it is roadworthy taxed and insured and provided it is parked in any:
- private garage granted as part of the Property (if any);
  - designated parking space (where these exist) that we have given you specific or implied consent to use; or

- shared car park (where these exist).
- 4.34 That the lawful occupiers or your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces on the Estate.
- 4.35 That neither the lawful occupiers nor your visitors will park any van (over 5.5 metres long), mobility scooter, caravan, motor home, boat, trailer, lorry, or similar vehicle anywhere at the Property, the Building or on the Estate without first getting our consent.
- 4.36 That neither the lawful occupiers nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the Property, the Building and/or the Estate without first getting our consent.

### **Damage, Maintenance and Decoration**

- 4.37 That you are responsible for Works required to the Property, any Energy Efficiency System the Building and/or the Estate which are not our responsibility and/or result from any damage or neglect caused by the lawful occupiers and/or your visitors and/or Pets. You can obtain further information on Works required that are your responsibility by contacting us at the address on page 5 of this Tenancy or electronically on our online portal.
- 4.38 That the lawful occupiers, your visitors or your Pets will not graffiti, deface or cause damage to, and will take every reasonable precaution to prevent damage (including, but not limited to, damage by Pets, frost, fire, or explosive materials) to the Property, any Energy Efficiency System the Building and/or the Estate.
- 4.39 To keep the Property in a good and clean condition and to decorate inside your Home as often as is necessary to keep it in reasonable decorative order.

### **Interference**

- 4.40 That the lawful occupiers or your visitors will not tamper with and/or damage:
- security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems, security gates and closed-circuit systems); and/or
  - anything which supplies or is in connection with the supply of gas, electricity, water or any other services; and/or
  - equipment used for ventilation; and/or
  - any Energy Efficiency System
- in the Property, the Building, or the Estate.

### **Reporting repairs: Telling us about any repairs we need to do**

- 4.41 To report to us promptly anything which is in disrepair including any Energy Efficiency System which is our responsibility to repair.

### Health and Safety

- 4.42 Not to bring into or keep anything (including substances) in the Property, the Building and/or on the Estate which may or is likely to cause an explosion.
- 4.43 To protect your and other residents' safety and security by:
- complying with any health and safety or fire instructions relating to the Building and/or Communal Areas (including any specific signage displayed in the Communal Areas);
  - closing external, safety and fire doors in and to the Building;
  - controlling and not lending out any key or fob to any Communal Areas; and
  - not using any extension leads in the electrical power points in the Communal Areas
  - not trailing extension leads from the Property into the Communal Areas.
- 4.44 That the lawful occupiers or your visitors will not obstruct or keep or leave rubbish, dangerous materials or belongings which could constitute a health or fire safety risk in the Property or on any Communal Areas and/or on the Estate.

### Failure to carry out Works

- 4.45 That if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
- carry out the Works to put right your breach; or
  - serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.

If we carry out Works to put right your breach because:

we have inspected the Works you have done in response to a notice from us and they are not to a reasonable standard; or

- you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
- we have decided to carry out the Works to put right your breach
- you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:

- maintaining your garden and any trees in your garden (clause 4.9)
- undertaking repairs, maintenance and decoration that are your responsibility (clauses 4.37 and 4.39)
- repairing any damage caused that you are responsible for repairing (clauses 4.37, 4.38 and 4.40)

- removing items from and cleaning the Building and/or Communal Areas (clauses 4.26, 4.29, 4.30, 4.32 and 4.44)
- your parking obligations (clauses 4.33 to 4.36) (such Works may include removing your vehicle)

### Title and Planning

- 4.46 You must comply with any obligations concerning the use of the Property in title deeds or in any planning permission, details of which (if any) are attached to this Tenancy at Appendix 1. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the Property. Where those terms conflict with the terms of this Tenancy, those terms will prevail.

### Temporary vacation of your Home for Works

- 4.47 That where we or our agent acting on our behalf is required to carry out Works to the Property, the Building and/or the Estate, to comply with any of our obligations under this Tenancy or imposed on us by law or otherwise, and the Works cannot reasonably be carried out whilst the lawful occupiers remain in the Property, then you agree that the lawful occupiers will:
- move out of the Property for as long as is necessary for us or our agent to carry out the Works in exchange for us or our agent arranging alternative and temporary accommodation for the lawful occupiers; and
  - move out of the temporary accommodation upon the Works being completed (as to the date of which our or our agent's decision shall be final) and move back into the Property on reasonable notice being given to you by us or our agent.

### Ending your Tenancy

- 4.48 To:
- give us at least four weeks' notice, ending on a Sunday, that you want to end this Tenancy; and
  - allow us with or without prospective tenants to inspect the Property and any Energy Efficiency System before the four weeks' notice period ends; and
  - if you leave before four weeks' notice has been given, to pay the Rent as if you had given four weeks' notice.
- 4.49 To give us possession of the Property at the end of the Tenancy. If you are a joint tenant, a notice to quit signed by one tenant will end the Tenancy even if the other tenant objects.

### Moving out



4.50 That on the date which this Tenancy ends (or the following day if your Tenancy ends on a Sunday):

- the lawful occupiers will move out and not leave anyone else and/or any Pets in the Property
- you will return the keys (and where applicable all the door entry fobs) to the Property to us by 12:00 noon
- you will leave the Property, any Energy Efficiency System and our fixtures and fittings, in a clean and good condition
- you will leave the Energy Efficiency System at the Property
- you will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to you) and rubbish from the Property.

4.51 That for any **Period of Unauthorised Occupation**, you must pay us an amount equivalent to the Rent due for that Period of Unauthorised Occupation within four weeks of us requesting payment from you.

4.52 That if you do not return the keys (and where applicable all the door entry fobs) by 12:00 noon on the day this Tenancy ends (or on the following day if your Tenancy ends on a Sunday) you will pay to us the reasonable costs of changing the locks to the Property and replacement locks and key(s) within four weeks of us requesting payment from you.

4.53 That on the day this Tenancy ends, if you do not:

- remove all personal possessions (including Pets) and rubbish
- leave the Property (including our fixtures and fittings) and the Energy Efficiency System in a clean and good condition
- leave the Energy Efficiency System at the Property

you will pay to us our reasonable costs of storing your goods or carrying out such Works necessary to put right your breach within four weeks of us requesting payment from you.

4.54 If you do leave any personal possessions at the Property once the Tenancy has ended, we:

- may dispose of them; or
- shall be entitled (but not obliged) to sell them

after taking reasonable steps to notify you and giving you a reasonable time to collect them.

The costs of storage and/or sale of your personal possessions and any Rent or other sums of money owed by you to us under this Tenancy, may be deducted from any sale proceeds.

## **PART 2: OTHER TERMS WHICH APPLY WHILST THIS TENANCY REMAINS AN INTRODUCTORY TENANCY**

## 5. YOUR OBLIGATIONS – WHAT YOU MUST DO

### YOU AGREE:

#### Assignment

- 5.1 Not to assign the whole or any part of the Property except in the circumstances permitted by section 134 of the Housing Act 1996; *which are where:*
- *you are required to do so by a court order; or*
  - *the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment.*

#### Lodgers and sub-letting

- 5.2 Not to take in a lodger.
- 5.3 Not to part with possession or sub-let (including granting any holiday lettings) the whole or any part of your Home or the Property.

#### Improvements, alterations and additions

- 5.4 Not to make any **improvements** to the Property, any Energy Efficiency System, the Building and/or the Estate.
- 5.5 That if you breach your responsibilities set out in clause 5.4 above, we shall be entitled to either:
- carry out Works to put right your breach; or
  - serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.

If we carry out Works to put right your breach because:

- we have inspected the Works you have done in response to a notice from us and they are not to a reasonable standard; or
- you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
- we have decided to carry out the Works to put right your breach

you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

## 6. YOUR RIGHTS

### YOU AND WE AGREE:

#### Repairs

- 6.1 You have the right have repairs carried out to your Home in the circumstances permitted by section 96 of the Housing Act 1985.

### Information about your Tenancy

- 6.2 You have the right to information about your Tenancy as set out in sections 136 of the Housing Act 1996.

### Consultation about matters of housing management

- 6.3 You have the right to be consulted by us on matters of housing management in the circumstances set out in section 137 of the Housing Act 1996.

## 7. HOW WE MAY END YOUR TENANCY

### YOU AND WE AGREE:

- 7.1 So long as the Tenancy remains an Introductory Tenancy, we can bring it to an end by getting a Court Order for possession by serving notice on you under section 128 of the Housing Act 1996, in which case we must give you at least four weeks' notice ending on a Sunday.
- 7.2 If this Tenancy stops being an Introductory Tenancy (because for example you stop living in the Property as your only or principal home), we may end this Tenancy by giving you notice to quit.

## PART 3: CONVERSION OF INTRODUCTORY TENANCY TO SECURE TENANCY

### 8. YOU AND WE AGREE:

- 8.1 If 12 months or any **Extension Period** have passed from the Start Date and within those 12 months or any Extension Period, we have not begun possession proceedings against you then on the 12-month anniversary of the Start Date (or after any Extension Period) this Tenancy shall no longer be an Introductory Tenancy.
- 8.2 This means that as long as all the legal conditions for a Secure Tenancy are met, this Tenancy will become a Secure Tenancy and you hereby agree that this Secure Tenancy shall be subject to the terms in Part 1 and Part 4 of this Tenancy.

## PART 4: OTHER TERMS WHICH APPLY IF THIS TENANCY BECOMES A SECURE TENANCY

### 9. YOU AGREE THAT IF YOUR TENANCY BECOMES A SECURE TENANCY:

#### Assignment

- 9.1 Not to assign the whole or any part of your Home or the Property except in the circumstances permitted by sections 91 and 92 of the Housing Act 1985; *which are where:*

- (a) *you are required to do so by a court order; or*
- (b) *the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment; or*
- (c) *you have first obtained our written consent to transfer this Tenancy (by assignment) (which we will not unreasonably withhold) to another tenant by way of a mutual exchange.*

### Lodgers and sub-letting

- 9.2 That you may take in a lodger as permitted by section 93 of the Housing Act 1985 but you must not part with possession or sub-let (including granting any holiday lettings) the whole, or any part of your Home or the Property, except in the circumstances permitted by section 93 of the Housing Act 1985, *which is where you have first obtained our written consent (which we will not unreasonably withhold) to part with possession or sublet part of your Home or the Property.*

### Improvements, alterations and additions

- 9.3 Not to make any **improvements** to the Property, any Energy Efficiency System, the Building and/or the Estate, except in the circumstances permitted by sections 97 to 99 of the Housing Act 1985, *which is where you have first obtained our written consent which we will not unreasonably withhold*, and which will be subject to any planning permission or any other permissions that may be needed.
- 9.4 That if you breach your responsibilities set out in clause 9.3 above, we shall be entitled to serve a notice on you telling you what you must do to put right the breach.
- You must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard. If you do not do so we shall be entitled to put right your breach and you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.
- 9.5 That if you do Works in response to a notice served on you by us, we shall be entitled to inspect what you have done.

If what you have done is not of a reasonable standard, then we may do whatever is necessary to bring it up to a reasonable standard and you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

## 10. YOUR RIGHTS

### YOU AND WE AGREE THAT IF YOUR TENANCY BECOMES A SECURE TENANCY:

#### Succession

- 10.1 If the Start Date of this Tenancy is on or after 1 April 2012, on your death:
- (a) *your rights are set out sections 86A, 88 and 89 of the Housing Act 1985 and are summarised below:*

*“(i) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or*

*(ii) if there is no surviving joint tenant your **Partner** as long as they occupied your Home as their only or principal home at the time of your death, will become the Tenant by succession as long as you were not a successor as defined in the Housing Act 1985.*

*The law only allows one succession of the Tenancy; or.”*

- (b) if no-one is qualified to succeed to the Tenancy under clause (a) of this Tenancy above, another **Family Member** will become the Tenant by succession in accordance with this clause as long as:
  - o *they occupied your Home with you throughout the period of 12 months at the time of your death*
  - o *they occupied your Home as their only or principal home at the time of your death; and*
  - o *you were not a successor as defined in the Housing Act 1985; and*
- (c) if there is more than one Family Member entitled to succeed to the Tenancy under clause (b) above, the Tenancy shall pass to whichever one of them may be agreed between them; or where there is no such agreement, will be decided by us acting reasonably.

10.2 If the Start Date of this Tenancy is before 1 April 2012, on your death, your rights as set out in sections 87, 88 and 89 of the Housing Act 1985 (as were in force prior to 1 April 2012) and are summarised below:

- (a) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or
- (b) if there is no surviving joint tenant:
  - o *your Partner; or*
  - o *another Family Member as long as they occupied your Home with you throughout the period of 12 months at the time of your death*
 will become the Tenant by succession as long as:
  - o *they occupied your Home as their only or principal home at the time of your death; and*
  - o *you were not a successor as defined in the Housing Act 1985*
- (c) if there is more than one person entitled to succeed to the Tenancy under clause (b) above, the Tenancy shall pass to the person in accordance with the following:
  - o *your Partner is preferred over another Family Member;*
  - o *if there is more than one Family Member, whichever one of them may be agreed between them; or where there is no such agreement, decided by us acting reasonably.*

*The law only allows one succession of the Tenancy.*

### **Assignment and mutual exchange**

- 10.3 You have the right to assign the whole or any part of your Home or the Property (including the right to assign the Tenancy by way of a mutual exchange) only in the circumstances permitted by sections 91 and 92 of the Housing Act 1985.

### **Lodgers**

- 10.4 You have the right to take in a lodger in accordance with section 93 of the Housing Act 1985.

### **Sub-letting**

- 10.5 You have the right to part with possession or sublet (including granting holiday lettings) part of your Home or the Property only in the circumstances permitted by section 93 of the Housing Act 1985 *which means only where you have first obtained our written consent.*

### **Improvements**

- 10.6 You have the right to make improvements to the Property, any Energy Efficiency System, the Building and/or the Estate only in the circumstances permitted by sections 97 to 99 of the Housing Act 1985.

### **Compensation for improvements**

- 10.7 You have the right to compensation for improvements in the circumstances permitted by sections 99A and 99B of the Housing Act 1985.

### **Information about your Tenancy and about our policies**

- 10.8 You have the right to information about your Tenancy and about our policies as set out in sections 104 and 106 of the Housing Act 1985.

### **Consultation about matters of housing management**

- 10.9 You have the right to be consulted by us on matters of housing management in the circumstances set out in section 105 of the Housing Act 1985.

### **Right to Buy**

- 10.10 You have the right to buy the Property in the circumstances set out in part V of the Housing Act 1985.

## **11. HOW WE MAY END YOUR TENANCY**

### **YOU AND WE AGREE:**

- 11.1 So long as the Tenancy remains a Secure Tenancy we can bring it to an end by getting a Court Order for possession on one or more of the grounds listed in Schedule 2 to the Housing Act 1985, in which case we will give you written notice of seeking possession before starting such possession proceedings (unless a court grants an order that it is just and equitable to dispense with the requirement to serve you with such notice).
- 11.2 If this Tenancy stops being a Secure Tenancy (because for example you stop living in the Property as your only or principal home), we may end this Tenancy by giving you notice to quit.

## Schedule 1

---

### Definitions



**You and us** agree the following words shall have the following meanings:

<b>Abusive</b>	<p>includes (but is not limited to) any behaviour which consists of:</p> <ul style="list-style-type: none"> <li>• physical or sexual abuse</li> <li>• violence or threatening behaviour</li> <li>• controlling behaviour including (but not limited to) behaviour designed to: <ul style="list-style-type: none"> <li>○ make a person subordinate and or dependent by isolating them from sources of support</li> <li>○ exploit a person's resources and capacities for personal gain</li> <li>○ deprive a person of the means needed for independence, resistance and escape</li> <li>○ regulate a person's everyday behaviour</li> </ul> </li> <li>• coercive behaviour including (but not limited to) assaulting, threatening, intimidating and other forms of abusive behaviour used or designed to harm, punish, or frighten a person</li> <li>• economic abuse; including (but not limited to) behaviour that has a substantial adverse effect on a person's ability to: <ul style="list-style-type: none"> <li>○ acquire, use or maintain money or other property; or</li> <li>○ obtain goods or services</li> </ul> </li> <li>• psychological, emotional, or other abuse.</li> </ul>
<b>Benefit</b>	means housing benefit, Universal Credit or any alternative replacement scheme
<b>Benefit Eligible Services</b>	are the services eligible for Benefit which at the Start Date are listed in Part 1 of Schedule 2) we will provide under this Tenancy for which you pay the Benefit Eligible Service Charge
<b>Benefit Eligible Service Charge</b>	is the amount of money you pay to us for providing the Benefit Eligible Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Building</b>	where your Home is flat or maisonette, the building Your Property forms part of, and includes the Communal Areas
<b>Communal Areas</b>	which includes shared communal areas such as (but is not limited to) any stairways, lifts, communal gardens, balconies, landings, washrooms and parking areas
<b>Domestic Surveillance Systems</b>	<p>means any CCTV or video and/or audio surveillance equipment including (but not limited to):</p> <ul style="list-style-type: none"> <li>• video and/or audio surveillance/recording equipment mounted or fixed on the Property</li> <li>• smart doorbells that collect audio and video recordings</li> </ul>
<b>Energy Efficiency Payments</b>	<p>includes (but is not limited to)</p> <ul style="list-style-type: none"> <li>• any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable</li> </ul>

	<p>heat incentive payments) relating to the Energy Efficiency System (including any monetary payments)</p> <ul style="list-style-type: none"> <li>• any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System</li> <li>• any revenue generated in relation to the Energy Efficiency System</li> </ul>
<b>Energy Efficiency System</b>	<p>means any</p> <ul style="list-style-type: none"> <li>• low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and</li> <li>• renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the Grid, together with</li> <li>• any invertors, meters, monitoring equipment, cabling and other associated media and works; and</li> <li>• any addition or replacement,</li> </ul> <p>that we, or a third party with our permission, may install</p>
<b>Estate</b>	means any land and/or buildings adjoining and/or neighbouring your Home, the Property, and the Building and which is owned by us
<b>Extension Period</b>	means a period of 6 months
<b>Family Member</b>	<p>means a member of your family:</p> <ul style="list-style-type: none"> <li>• whilst your Tenancy is an Introductory Tenancy within the meaning of Chapter 1 of the Housing Act 1996 and defined in section 140 of the Housing Act 1996</li> <li>• whilst your Tenancy is a Secure Tenancy within the meaning of part IV of the Housing Act 1985 and defined in section 113 of the Housing Act 1985</li> </ul>
<b>First Period</b>	means the period of time from Start Date to midnight on the following Sunday
<b>Former Occupancy Debts</b>	means rent arrears or other debts or charges owing from a previous occupancy of the Property or from another property owned by us or from another Registered Provider of Social Housing
<b>Grid</b>	means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem
<b>Harassment Grounds</b>	<p>means harassment for any reason including (but not limited to) harassing someone on any of the following grounds:</p> <ul style="list-style-type: none"> <li>• age</li> <li>• disability</li> <li>• gender reassignment</li> <li>• marriage and civil partnership</li> <li>• pregnancy and maternity</li> <li>• race</li> </ul>

	<ul style="list-style-type: none"> <li>• religion or belief</li> <li>• sex</li> <li>• sexual orientation</li> </ul>
<b>high-rise flat</b>	a flat in a block of flats with 3 or more floors (including the ground floor)
<b>Home</b>	means your house, bungalow, flat or maisonette granted under the terms of this Tenancy and described at clause 1.2 of this Tenancy
<b>improvements</b>	means any improvements, alterations or additions including (but not limited to): <ul style="list-style-type: none"> <li>• installing central heating or a gas fire;</li> <li>• putting up any radio or television aerial, satellite dish or alarm;</li> <li>• removal of floor tiles;</li> <li>• installing laminate flooring;</li> <li>• installing a shower;</li> <li>• replacing kitchens/bathrooms</li> </ul>
<b>Introductory Tenancy</b>	means an introductory tenancy agreement granted in accordance with the Housing Act 1996
<b>lawful occupiers</b>	means the people that that will be living in your Home including you, who at the Start Date are listed in the schedule at clause 1.14
<b>low-rise flat</b>	a flat in a block of flats with 2 floors or fewer (including the ground floor)
<b>Net Rent</b>	means the amount of money you have to pay to us on a regular basis to live in your Home. The amount of Net Rent you pay may be increased or decreased from time to time under this Tenancy
<b>New Terms</b>	are the changes we are making to the terms of this Tenancy
<b>Non-Benefit Eligible Services</b>	are the services not eligible for Benefit (which at the Start Date are listed in Part 2 of Schedule 2) and which we will provide under this Tenancy for which you pay the Non-Benefit Eligible Service Charge
<b>Non-Benefit Eligible Service Charge</b>	is the amount of money you pay to us for providing the Non-Benefit Eligible Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Other Charges</b>	is the amount of money you pay to us for providing the Other Services set out in this Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Other Charges Review</b>	means the time when we will review and change the Other Charges part of your Rent in accordance with sections 102 and 103 of the Housing Act 1985 if there is a change in the Other Services Provided to you
<b>Other Services</b>	are the other services which at the Start Date are listed at clause 1.13 which we will provide to you under this Tenancy for which you pay the Other Charges
<b>Partner</b>	means your husband or wife, a person living with you as your husband or wife, your registered civil partner or a person living with you as your registered civil partner

<b>Period of Unauthorised Occupation</b>	is any period after 12:00 noon on the day this Tenancy ends, which the lawful occupiers and/or anyone authorised by you remain in occupation of the Property
<b>Pets</b>	includes but is not limited to any animal, bird, reptile, insect, or fish
<b>Property</b>	means your Home including any fixtures and fittings owned by us and if your Home is a house or bungalow includes any garage, driveway, allocated parking space, outbuilding or garden let under this Tenancy and any paths, hedges and/or fences exclusively for your Home and owned by us. For the avoidance of doubt the Property does not include any Energy Efficiency System that may be fitted to your Home at the Start Date or at any time during the Tenancy or any part of your Home to which any Energy Efficiency System is attached
<b>Regulator</b>	means the Regulator of Social Housing, which is an executive non-departmental public body which regulates registered providers of social housing or any replacement body or bodies which regulate social housing or takes over the substantially the same regulatory and supervisory functions of the Regulator of Social Housing
<b>Rent</b>	means the total of the Net Rent, Service Charge and Other Charges added together, which may be increased or decreased from time to time under this Tenancy and any Former Occupancy Debts
<b>Rent Review</b>	means the time when we will review and change the Rent in accordance with sections 102 and 103 of the Housing Act 1985, which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
<b>Reviewed Rent</b>	means the Rent as varied under this Tenancy at the Rent Review, the Service Charge Review or the Other Charges Review
<b>Second and Subsequent Periods</b>	means the periods of time immediately after the First Period starting on a Monday and thereafter from week to week until the Tenancy is ended
<b>Secure Tenancy</b>	means a tenancy granted in accordance with the Housing Act 1985
<b>Services</b>	are the Benefit Eligible Services and the Non-Benefit Eligible Services which we will provide under this Tenancy for which you pay the Service Charge
<b>Service Charge</b>	is the total of the Benefit Eligible Service Charge and the Non-Benefit Eligible Charge and is the amount of money you pay to us for providing the Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Service Charge Review</b>	means the time when we will review and change the Service Charge part of your Rent in accordance with sections 102 and 103 of the Housing Act 1985 if there is a change in the Services provided to you
<b>Shared Living Area Scheme</b>	a scheme with shared living areas including (but not limited to) lounges, kitchens and laundries
<b>Start Date</b>	means the start date of this Tenancy as inserted at clause 1.3of this Tenancy
<b>Tenancy</b>	means the legal agreement between you and us where we allow you to live in the Home and where both you and us agree to do various things which are set out in the Tenancy

<b>Terrorism</b>	includes (but is not limited to) any action which is <ul style="list-style-type: none"> <li>• designed to influence the government or to intimidate the public or a section of the public; and</li> <li>• made for the purpose of advancing a political, religious or ideological cause; and</li> <li>• the action <ul style="list-style-type: none"> <li>○ involves serious violence against a person</li> <li>○ involves serious damage to property</li> <li>○ endangers a person’s life, other than that of the person committing the action</li> <li>○ creates a serious risk to the health or safety of the public or a section of the public</li> <li>○ is designed to seriously interfere with or disrupt an electronic system</li> </ul> </li> </ul>
<b>Varied Terms of Tenancy</b>	means the New Terms
<b>Works</b>	means any works and for example includes but is not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good
<b>you</b>	means the tenant(s) of the Property under this Tenancy. This includes joint tenants.

## Schedule 2

---

### The Services

**THE SERVICES**

**PART 1 – BENEFIT ELIGIBLE SERVICES**

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

**PART 2 – NON-BENEFIT ELIGIBLE SERVICES**

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
-

## Appendix 1

---

Title/Planning



**Appendix 3**

# Comparison Table between your old and new Tenancy

Section	New Tenancy Agreement Page Number	Old Tenancy Agreement Page Number	Explanation and Effect
<b>General Terms</b>	Pages 5-9	Page 2	<p>This section in the new tenancy defines the type of tenancy you have, the start date of the tenancy, what the rent is and how and when we will change the rent.</p> <p>It goes on to give information on the service charges you may be liable for and provides detail of who is known to be living in your home.</p> <p>The difference between the old tenancy and the new tenancy is this section allows us to provide more detail of the tenancy type and how and when we will charge for rent and services.</p>
<b>You and We Agree</b>	Pages 9-13	Not in this tenancy	<p>This section is not in the old tenancy. The new tenancy provides clear terms regarding if we were to provide energy efficient services (for example solar panels) to your home that, although you would benefit from cheaper energy any Energy Efficiency payments would be made to The Council.</p> <p>This section also sets out that we can undertake maintenance and change aspects of any Energy Efficiency Systems going forward.</p> <p>This section also explains how we review our rents, change the terms of the tenancy.</p> <p>Finally, the section explains how we would serve notices on you and how you, as a tenant, would serve notice on The Council.</p>
<b>Our Obligations- What We Must Do</b>	Pages 13 to 15	Pages 5 and 6	<p>This section covers our responsibilities on giving you possession of your home and your right to occupy the home.</p> <p>It advises you what we are responsible for insuring and the repairs we are responsible for.</p> <p>The final section is regarding how we will store, use, and protect your personal data.</p> <p>This has been updated as the old tenancy lacked specific detail on these matters.</p>

Section	New Tenancy Agreement Page Number	Old Tenancy Agreement Page Number	Explanation and Effect
<b>Your Obligations- What You Must Do</b>	Pages 15 to 26	Pages 6 to 10	<p>The old tenancy did not provide enough clarity on your obligations to the tenancy agreement.</p> <p>This section in the new tenancy advises on what you must do to keep to the terms of your tenancy agreement, including your responsibility to pay your rent, and claim appropriate benefits to pay your rent as required.</p> <p>This section gives clear advice on expected behaviour from tenants and how you are expected to give us access to repair and maintain your home, including access for annual gas and electric checks.</p> <p>There is a section on pets and how we expect you to treat communal areas, if you have them.</p> <p>There are also sections on if you need to leave your home temporarily to allow us to complete major repairs and sections on ending the tenancy and moving out.</p>
<b>Introductory Tenancy- What You Must Do</b>	Pages 27	Page 3	<p>This section gives specific advice on things you must do whilst you are an Introductory Tenant. When/ if you become a Secure Tenant, this section will no longer be applicable to you.</p>
<b>Your Rights as an Introductory Tenant</b>	Page 28	Not in this tenancy	<p>The old tenancy did not set out these rights. The new tenancy sets your rights as an Introductory Tenant to repairs, information about your tenancy and consultation.</p>
<b>How We May End Your Tenancy as an Introductory Tenant</b>	Pages 28 and 29	Not in this tenancy	<p>The old tenancy did not define these terms. The new tenancy specifically sets out how we would end an Introductory Tenancy.</p>
<b>Conversion of an Introductory Tenancy to a secure Tenancy- You and We Agree</b>	Page 29	Not in this tenancy	<p>The old tenancy does not define these terms. The new tenancy defines how and when a tenancy will transfer from an Introductory to Secure Tenancy.</p>
<b>Other Terms Which Apply if the Tenancy Becomes a Secure Tenancy</b>	Pages 29 and 30	Not in this tenancy	<p>The old tenancy does not define these terms that are included in the new tenancy. The new tenancy defines terms to Assignment, Lodgers and Sub Letting, Improvements, alternations, and additions.</p>

<b>Section</b>	<b>New Tenancy Agreement Page Number</b>	<b>Old Tenancy Agreement Page Number</b>	<b>Explanation and Effect</b>
<b>Your Rights: You Agree if Your Tenancy Becomes a Secure Tenancy</b>	Pages 30 to 32	Not in this tenancy	<p>The old tenancy does not define your rights as a Secure Tenant.</p> <p>The new tenancy defines your Secure Tenant rights to Succession, Assignment and Mutual Exchange, Lodgers, Subletting, Improvements, Compensation for Improvements, Information on your Tenancy, Consultation, and the Right to Buy.</p>
<b>How We May End Your Tenancy</b>	Pages 32 and 33	Not in this tenancy	<p>The old tenancy does not define how we would end your secure tenancy.</p> <p>The new tenancy specifically sets out how we would end a secure Tenancy.</p>

This page is intentionally left blank

**Appendix 4**

# HOUSING REVENUE MANAGEMENT POLICY

## Document Version Control

<b>Created By</b>	Housing Tenancy & Advisory Manager			
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>				
<b>Review Date</b>	Annually 2024			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
V1	Helen Keightley	Amendments following Ryan Keyte	27/2/23	DRAFT

## **1. INTRODUCTION**

- 1.1 Changes to the Housing Subsidy system in April 2012 introduced the self-financed Housing Revenue Account (HRA) for Local Authorities, placing greater emphasis on collecting income to generate the funding to maintain council owned homes and services within the borough.
- 1.2 In addition to this, there have been several welfare benefit reforms that have severely impacted upon households' income, in many cases creating severe financial hardship, difficulty and vulnerability for our tenants.
- 1.3 Self-financing, welfare reform and four-year social housing rent reductions since 2015 have further driven increasing budgetary pressures for housing in both the General Fund (GF) and Housing Revenue Account (HRA).
- 1.4 As a result of these pressures, it is crucial for Redditch Borough Council (The Council) to focus on achieving and maintaining financial stability and viability by instilling a firm payment culture and practicing a robust, consistent, timely, effective and efficient approach to the collection of rental, service charge and sundry income. However, the commercial needs of the business need to be balanced with a clear sense of social responsibility and with careful consideration of the impact of practice on our most vulnerable customers, creating a fair and equitable approach to income management that supports future viability while meaningfully supporting tenants experiencing financial hardships to maximise their income and manage their money so that that tenancies are sustained wherever it is practicable to do so.

## **2. AIMS AND OBJECTIVES**

- 2.1 Maximise income for the Council by minimising indebtedness and developing a consistent, effective, efficient, and measurable approach to income collection and debt recovery that puts paying rent first at the heart of service delivery.
- 2.2 Promote least cost methods of collection, making Direct Debit the default payment method.
- 2.3 Establish good, long term, trusting and supportive relationships with tenants and residents through regular and appropriate contact methods, instilling a payment culture.
- 2.4 Provide fair and equitable access to services for all, including support to prevent and tackle financial hardship, maximise income and prevent arrears and debt.

- 2.5 Take a firm and consistent but fair approach to debt recovery, considering and balancing all enforcement action with the social, economic, and financial impacts upon the customer and the Council, making legal action a last resort and in accordance with clear protocols.

### **3.0 RESPONSIBILITIES**

#### **RENTS and OTHER CHARGES**

#### **3.1 Rent setting**

- 3.1.1 Local Authorities have the power to determine their own rent levels, however the rents charged to tenants housed in its own housing stock must be reasonable.
- 3.1.2 In determining what is a “reasonable” rent the Council must take account of Government guidance and the Rent Standard set by the Regulator of Social Housing when setting its rents for most Introductory and Secure Tenancies.
- 3.1.3 The Council will reference to a formula set out in the Government guidance to ensure that similar rents are paid for similar properties in the Borough and will take account of the condition and location of a property, the number of bedrooms in the property and local earnings levels.
- 3.1.4 There is an exception to the requirement to determine a “reasonable rent”, this being if the tenancy is subject to Affordable Rent terms. In these cases, the Council will determine what the market rent is in the area for a similar type, size, location, and condition of the property and set a rent at 80% of that market rent.
- 3.1.5 The Councils decision on rent levels can only be challenged by Judicial Review
- 3.1.6 The Council will review its rents and charges annually and, although the Council does not have to consult with tenants on variation, all variations will be formally notified to the tenant/s at least four weeks in advance of any variation which will be effective from 1<sup>st</sup> April each year.

#### **3.2 Service charges**

- 3.2.1 Service charges are structured to support local community strategies, service objectives and priorities and the councils’ overall objectives and priorities and, if applicable to the dwelling, will be set out and provided for in the tenancy, license or lease agreement and reviewed each year.
- 3.2.2 For social rent tenancies, the total sum of service charges will be set out in the tenancy agreement in addition to net rent and itemised separately to net rent in both description and with corresponding value. For properties let on affordable rent terms, the charges for services will be set out inclusive of net rent as a gross rent figure and while descriptions of services received will be

itemised, the respective value of individual charges that make up the gross charge will not.

- 3.2.3 Service charges will be payable in accordance with the policy on rent payments and any arrears pursued accordingly.
- 3.2.4 Service charges are variable, changing each year based on services provided to residents and the actual costs incurred. The charges levied recover the actual costs the Council incurs in providing services to a dwelling, or group of dwellings such as lifts, lighting, security, cleaning and maintenance of common areas and management. Any review of charges will not be restricted to current services for which a charge is made but may also consider the opportunity of potential new income, particularly in response to and support of new community strategies.
- 3.2.5 The annual cost of providing services, plus any applicable administration fee, will be calculated and divided between all tenants and residents on the defined development and charged / balanced over the course of the following 12 months. Any surplus accrued or deficit owing at the end of the financial year will be credited or debited accordingly.
- 3.2.6 Identified service chargeable items will be managed and maintained under contract and service level agreement separate for each development, consulted upon with affected residents and will adhere to legal and regulatory requirements.
- 3.2.7 The annual review of service charge costs will be carried out by a working group made up of relevant council officers and will endeavour to secure a resident representative on the working group.
- 3.2.8 Once Service Charges are confirmed, residents will be given no less than four weeks' notice of new charges that will take effect from 1<sup>st</sup> April each year. Notification will consist of:
- Annual account summary, including a clear explanation of relevant payments and costs for the preceding financial year, along with predicted costs for the forthcoming year for all residents.
  - For leaseholders only, a form and contract of summary of rights and obligations as detailed in the Commonhold and Leasehold Reform Act 2002.
  - Clear explanatory notes on methods of appealing any changes to the charges deemed to be unreasonable and how to complain.
- 3.2.9 If the need arises, service charges can be reviewed and changed at any time during the financial year, however the tenant or leaseholder must be given four clear weeks' notice of any changes to charges payable and the reason for the change.



- 3.2.10 Resident engagement will be encouraged, and any complaints related to service performance investigated in accordance with relevant policy and procedure.
- 3.2.11 Satisfaction with the services received and compliance with service standards will be assessed not only through the complaints process but also through periodic residents' satisfaction survey, regular checks by Council officers through the course of duties and where shortcomings are identified that fail to be corrected, then an alternative provider may be sought.

### **3.3 Leaseholder charges**

- 3.3.1 In addition to service charges, leaseholders may also be liable to contribute proportionately towards a reserve or sinking fund provision for future capital expenditure on the freehold, based on projected life of the relevant component and the likely capital cost of replacement.
- 3.3.2 For leaseholders where individual contracts or services amount to £250 or more per dwelling or will run for at least twelve months and cost more than £100 per leaseholder, Section 20 notices under the Landlord and Tenant Act 1985 will be served on all affected leaseholders and appropriate action and consultation as required by statute adhered to.

### **3.4 Recharges**

- 3.4.1 Recharges are governed by and operated in accordance with the Recharges Policy and procedure.
- 3.4.2 Wherever a recharge has not been paid in full before the work is completed, the balance of rechargeable debt will be held on a sub account to the main account and classed as a sundry debt.
- 3.4.3 The payment of rent, service charges, repayment of rent arrears, court orders and money judgements shall remain the order of priority for payment for Housing Services; however, every opportunity to recover recharges will be made by way of negotiating or including in repayment arrangements.
- 3.4.4 If recharges remain or are created because of the ending of a tenancy, they will be classed as former tenant arrears and pursued in accordance with that policy.
- 3.4.5 If for strictly discretionary reasons, recharges remain at point of internal transfer, then they will be classed as former tenant arrears and added to total indebtedness and be recorded in the sub account of the new rent account and in tenancy agreement along with an agreed repayment rate.

### **3.5 Garages**

- 3.5.1 There are no provisions under housing law regarding the way a separate garage tenancy is managed, although the Council is bound by the law of contract and is expected to act reasonably.
- 3.5.2 Garage rents will also be set and varied annually and where the tenant is not a tenant of a dwelling owned by the Council, the rent/s will be subject to standard rate Value Added Tax (VAT)
- 3.5.3 Garage rent accounts and any arrears will be managed separately from the dwelling rent account, except where the garage or parking plot is integral to the dwelling, in which case the garage / carport rent may be incorporated into the rent of the dwelling.

### **PAYING RENTS and OTHER CHARGES**

#### **3.6 Rent and service charge payments**

- 3.6.1 It is the responsibility of the tenant/s to ensure that their full rent and other charges are paid in full and on time, even if in receipt of housing related benefits. Joint tenants are jointly and severally responsible for paying rent, charges, arrears, and other tenancy related debt, irrespective of who is in occupation and / or benefit is only payable to one party to the tenancy. (Jointly and severally means that this Council can pursue joint tenants for the entire amount if deemed necessary by the Council).
- 3.6.2 In the event that housing related benefit is overpaid to the tenant and recoverable from the landlord, it is the tenants' responsibility to repay the landlord any overpayment of benefits that covered all or part of their housing costs.
- 3.6.3 Rent and service charges for dwellings and garages including those with VAT charges are calculated over the financial year which is generally 52 weeks of the year and collected over 48 weeks, leaving four "non collection" weeks set by the Council each year. Due to when the new financial year falls, every 7 years charges are made over 53 weeks and will be collected over 49 weeks.
- 3.6.4 Rental payments are due weekly in advance and payable on a Monday each week from the date the tenancy commences. Rent payments can be made fortnightly, four weekly or monthly but must be periodically in advance from the date the tenancy starts.
- 3.6.5 Garage charges and VAT payments are due monthly in advance by Direct Debit, from the date the license commenced.
- 3.6.6 Wherever possible, an initial payment will be required from the new tenants prior to issue of the license agreement, to prevent the accrual of arrears in

the interim of Direct Debits being set up or benefit claims being assessed for example.

- 3.6.7 Leaseholders subject to charges should clear their account by the end of the financial year, in line with the terms of the lease.

### **3.7 Payment methods**

- 3.7.1 Although various payment methods are available and will be promoted to all customers to meet their various liabilities, Direct Debit and online will be encouraged as the preferred method of payment.
- 3.7.2 The council may review and consult upon its methods of rent payment, with a view to keeping abreast of market and sector developments, particularly in new technologies that add value and / or reduce costs of collection.

### **3.8 Rent arrears, debt recovery and legal proceedings**

- 3.8.1 The recovery of rent arrears and other debts will be managed on a consistent and staged escalation basis, in accordance with legislation, protocols, policies and procedures. However, the overarching aim of the Council is to develop and maintain long term contractual relationships by identifying emerging issues at the very earliest opportunity to secure the earliest engagement of those in need of interventions and therefore achieve proportionate, appropriate, and cost-effective outcomes for both the council and the individual.
- 3.8.2 A tenant or leaseholder will be deemed to be “in arrears” upon missing the first payment as set out in their terms or agreements.
- 3.8.3 When arrears become present, council officers will always attempt to negotiate a repayment agreement at each stage preceding any legal milestone, considering personal circumstances, history, and ability to repay, always offering, and referring for available support and advice. Broken agreements will be managed in accordance with the rent arrears procedure.
- 3.8.4 Where a dwelling tenant is claiming Housing related Benefits and falls into arrears and / or is not maintaining repayment arrangements, the council will always maximise opportunities to secure any available discretionary or alternative payment arrangements and / or deductions from ongoing benefits.
- 3.8.5 In order to protect the councils’ financial interests, all secure tenants who accrue four weeks gross rent arrears or more will be served with a Notice of Seeking Possession (NOSP) under Section 83 of the Housing Act 1985, irrespective of outstanding benefit claims or intention by the landlord to ultimately act upon the notice.

- 3.8.6 Introductory tenants who are in more than eight weeks gross rent arrears may also be served with a Housing Act 1996 Section 128 Notice of Possession Proceedings (NOPP) before the Council applies to court for possession.
- 3.8.7 In all cases in accordance with pre-action protocols the rent arrears procedure will be followed where there is a debt due to an outstanding or delayed benefit claim or sanction. If the tenant/s can provide evidence that they were not responsible for the delay and that there is an entitlement to benefit to cover full rent or they are paying any shortfall not covered by entitlement to benefit, then possession proceedings will not commence.
- 3.8.8 In all cases, following service of the legal notice, If the tenant complies with an agreement to pay the current rent and a reasonable amount towards arrears, the Council will agree to postpone issuing court proceedings if the tenant keeps to such agreement. If the tenant ceases to comply with such an agreement, we will advise our intention to bring proceedings and give the tenant clear time limits within which to comply again and avoid proceedings.
- 3.8.9 In the event that the Council needs to commence possession proceedings, it will seek to do so in full compliance with legislation, protocol best practice and in the most efficient and cost-effective way. Therefore, where any legal action becomes necessary, prior to service of any legal notice, the Council will exercise due diligence in respect of any other breaches of tenancy that could be combined into one single action and / or if there is an existing Suspended Possession Order for any other breach of tenancy, that might warrant an application to vary the terms of that order or make an application for an eviction warrant.
- 3.8.10 Making applications for warrants to evict or forfeiture will, under no circumstances, be made without the scrutiny and approval of a Tier 4 Manager or higher. Under the Housing Act 1985, the Council must apply for a warrant to evict where there is any breach of a Suspended Possession Order and may also decide to apply to vary an existing Suspended Possession Order where further breaches unrelated to Section 83, Ground 1 have occurred, including mandatory grounds for Anti-Social Behaviour (ASB), which results in mandatory possession and eviction.
- 3.8.11 Wherever possible, the Council will always seek to obtain a judgement order for the entire recoverable debt including court costs, which if awarded by the court will be added onto the tenant or leaseholders account and recovered following repayment of any rent arrears.
- 3.8.12 Garage licenses will not be offered to tenants of the Council who are in any housing related debt. Garage licenses will be terminated by the Council upon the first missed payment, in accordance with their terms of the license agreement. If the licensee is also a tenant of a dwelling owned by the Council and that account is in arrears, then any credit balances on the rent or other sub, account will be transferred to clear other tenancy related debts upon termination.

- 3.8.13 All communications and arrangements in relation to the case will be recorded in the housing management system.
- 3.8.14 A tenant or leaseholder cannot remain or be elected to any committee if they are involved in any legal proceedings that raise a conflict of interest with the council. If a committee member is due to receive a Possession Notice, they will be written to by the Chief Executive explaining that if legal proceedings commence then, they will be required to resign from their position.

### **3.9 Mesne profits**

- 3.9.1 Where an outright Possession Order has been granted, a Suspended Possession Order has been breached or any person who is not legally entitled remains in occupation in the property, then any payments negotiated or received by RBC will not be classed or referred to in any communication or documentation as “rent”, but as Mesne Profits, so as not to imply that a new tenancy has been created.

### **3.10 Bankruptcy, Insolvency Voluntary Arrangements (IVA), Debt Relief Orders (DRO) & Breathing Space Moratoriums.**

- 3.10.1 Where tenants are the subject of bankruptcy and/or insolvency arrangements they remain liable to pay current rent as usual as a priority debt and any other housing related debt accrued outside of that order. Written confirmation of arrangements or orders will be required and will be recorded on the housing management system.
- 3.10.2. Tenants with DRO's remain liable to pay full rent and rent arrears accrued after a DRO has been made and will be managed in accordance with procedure. Arrears accrued prior to and as part of the DRO cannot be pursued for a period of 12 months and if contained in the order should be written off, unless the subject of the order circumstances change substantially enough to warrant an application to vary or strike it out before it comes to an end.
- 3.10.3 Tenants with a Breathing Space agreement cannot be pursued for the debt owed during the moratorium period. However, they remain liable for contractual rent charge.

### **3.11 Mobility, transfers, and mutual exchange**

- 3.11.1 The Council will not normally consider any form of mobility for tenants in rent arrears or who hold any other form of debt to the Council, including transfers to other landlords.
- 3.11.2 In the event that there are very exceptional circumstances that create an urgent need to be rehoused, such as situations that create a real danger to persons, or threat to life if they were to remain, then a manager of Tier 4 seniority or higher may exercise discretion to move the affected party in accordance with the Allocations Policy. All other circumstances that create a need to move when there is debt will follow the Allocations Policy.

3.11.3 In the event that a Council tenant has been authorised for urgent rehousing, as described in section 3.11.2, then any housing debts will be assigned to any new RBC Tenancy Agreement. If the tenant/s with debts move out of The Councils housing stock, then a repayment plan must be set up and maintained until the debt is paid in full, and will be subject to the Redditch Borough Council Allocations Policy upon re-approach to the Housing Service

### **3.12 Former Tenant Debt**

3.12.1 Relevant Council officers will work proactively to keep current debt to a minimum throughout the entire life of the tenancy, to minimise the occurrence of debts becoming former tenant debt.

3.12.2 However, where a tenant or leaseholder has given notice to end the tenancy or lease and there is debt, or it is likely there will be new debt created as a result of the termination, then during the notice period Council officers will work to ensure that the account is settled, if not by the last day of the tenancy, then within 28 days of the tenancy end date.

3.12.3 If the account cannot or will not be settled in full by the tenancy end date or within 28 days, then the council will attempt to negotiate a repayment arrangement.

3.12.4 Where no forwarding address or contact details are provided, the council may make reasonable attempts to trace the former tenant or leaseholder through specified agencies with a view to recovering the debt.

3.12.5 If there is an outstanding debt relating to a deceased tenant or leaseholder, administrator or executor of the estate will be notified that there will be a claim against the estate. If notification is received confirming, there is no estate to claim against the debt will be written off in accordance with the Write off Policy.

3.12.6 If there is no successful trace, contact or repayment default then the account will be referred to a debt management company and / or proceedings might be issued through the County Court to recover the debt or apply to lodge a charge against any other property owned.

3.12.7 Should the tenant present to the Council in future and has former tenant debts outstanding with the Council, then if the outstanding debt cannot be paid in full before an offer of council owned accommodation can be made then the debt will be assigned to the new tenancy by adding the debt to a sub account, or the decision may be taken to discharge the Councils duties under homelessness legislation elsewhere

### **3.13 Write offs.**

3.13.1 Debts deemed by a Head of Service or Director as uneconomical to pursue after reasonable and proportionate action has been taken to recover them, will be written off for accounting purposes, but remain recorded against the former tenant account and can be resurrected.

### **3.14 Publicity, information & advice**

- 3.14.1 Effective and clear communication and advice is considered essential at all stages in ensuring tenants and leaseholders are aware of their responsibilities to pay rent and other charges, how to pay, understand the support available to those finding it difficult to meet their responsibilities and what action will be taken to recover monies owed.
- 3.14.2 Information will be provided at least quarterly about rent accounts status in a variety of ways including digitally, through the Customer Portal, electronically by email or by post, or at any time upon request.
- 3.14.3 Information and advice will be available and accessible to all who want or need it, through methods of contact, engagement and assessment that is appropriate for the individual at the right time and level of intensity, with the overarching aim of preventing escalation of debt, minimising risk of tenancy failure.
- 3.14.4 For tenants claiming Housing Benefit or Housing Cost Element of Universal Credit, the council will provide advice, support, and all relevant paperwork to the tenant/s in support of making claims at least by the point that tenancy commences.
- 3.14.5 The Housing Service will work in partnership with internal teams, partners, agencies, and voluntary organisations to facilitate the provision of independent advice to tenants about housing rights, money management, debts, welfare rights and income maximisation.
- 3.14.6 Methods of publicity and communication will pay due regard and consideration to equality and clarity and consideration given to appropriate publicity at key times of year known to cause financial hardship and difficulty in meeting the obligations to pay rent and other tenancy related charges.

### **3.15 Credit accounts**

- 3.15.1 Tenants and residents will be advised that their accounts are in credit through their rent statements.
- 3.15.2 Officers will also run regular reports to identify accounts in credit and investigate the reason for the accumulation of the credit alongside other housing related debts and frequency of payments before making refunds, ensuring that a credit equal to the payment frequency in advance remains on the account.

## **4. COMPLAINTS**

- 4.1 Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section should be read in accordance with the Housing Services Complaints and Enquiries Standard.

4.2 Complaints can be made in writing to:

**Housing Services Review and Improvement  
Redditch Borough Council  
Town Hall  
Walter Stranz Square  
Redditch  
B98 8AH**

Or emailing: [housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

## **5. PERFORMANCE & REPORTING**

5.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

## **6. EQUALITY**

6.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

## **7. LEGISLATION AND GUIDANCE**

- Housing Act 1985
- Housing Act 1996
- HCA Rent Standard 2015
- HCA Regulatory Framework Requirements
- MHCLG Guidance Rents for Social Housing
- Welfare Reform & Work Act 2016
- Introductory Tenants (Review) Regulations 1997 SI 1997/72.
- Law of Property Act 1925
- Protection from Eviction Act 1977
- Anti-social Behaviour Crime and Policing Act 2014.
- Data Protection Act 2018
- Equality Act 2010



**8. RELATED POLICIES AND PROCEDURES**

- Leaseholder Policy
- Rechargeable Repairs Policy
- Garage Management Policy
- Introductory Tenancy Management Policy
- Allocations Policy
- Write Off Policy

This page is intentionally left blank

**Appendix 5****GARAGE MANAGEMENT POLICY**

## Document Version Control

<b>Created By</b>	Helen Keightley			
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>				
<b>Review Date</b>	Annually - 2024			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
V1	HK		Feb 23	DRAFT
V2	HK	Queries further to RK legal	27/2/23	DRAFT

## **1. INTRODUCTION**

- 1.1 This policy sets out Redditch Borough Council (The Council) Housing Service approach to letting and managing garages.
- 1.2 Residents are encouraged to rent garages as it helps to free up congestion on roads and prevent access problems on estates due to an increase of vehicles.

## **2 AIMS AND OBJECTIVES**

- 2.1 This policy aims to set out how we advertise, allocate, manage, and maintain garages including use in accordance with the licence agreement and what needs to happen when the licence needs to be ended.

## **3 RESPONSIBILITY**

### **3.1 Applications**

- 3.1.1 Applications will be managed by Housing Services. Applications to go onto the waiting list are welcome from all Redditch Borough residents aged 18 or over, irrespective of tenure, providing they meet the criteria. The following applicants do not meet the criteria for acceptance onto the waiting list:

- Anyone who already rents two garages from the Council.
- Anyone who are in rent arrears or owe any other debt to the Council, such as Council Tax or any other sundry debts.
- Where any Council Tenancy was breached less than two years ago.

- 3.1.2 Applicants living outside of the Redditch Borough area may apply for garages but will be given less preference than a Redditch Borough resident.

- 3.1.3 It is the responsibility of the applicant to notify the Council of any changes in circumstances that may affect the status of the application. Where notification is not given and later found out, then any application can be cancelled, and a restriction placed on the applicant preventing them from making application for a garage for two years.

- 3.1.4 Applications received from RBC employees, their relatives and Elected Members will proceed under the same scrutiny as for the allocation of a home from the waiting list, to ensure fair and consistent allocation.

### **3.2 Shortlisting and allocating**

- 3.2.1 For any garages that become available each week, a shortlist of suitable applicants will be drawn up and considered for allocation.
- 3.2.2 RBC has full discretion to directly allocate garages in line with section 3.3 (below).

### **3.3 Prioritising allocations**

3.3.1 The following suitable shortlisted applicants will be given additional priority if:

- They have been displaced because of major repairs or redevelopment schemes.
- They rent or lease a dwelling from the Council and continue to meet the criteria to be accepted onto the waiting list.
- They have been waiting longest, providing they continue to meet the criteria required to be accepted onto the waiting list.
- Therefore, those that rent a lease or dwelling from the Council and have been waiting longest, providing they are still eligible, will take priority in the shortlisting, followed by those waiting longest but who do not rent or lease a dwelling or another garage from the Council and so on until the list is exhausted.
- Applications for garages from RBC employees, their relatives and Councillors will proceed under the same scrutiny and sign off as for the allocation of a home from the waiting list, to ensure fair and consistent allocation and scrutiny.

### **3.4 Viewing and letting.**

3.4.1 Applicants may view a garage prior to accepting it. However, the viewing does not have to be accompanied by a Council Officer, and any keys issued will be signed for. If keys issued are not returned, or lost, or any damage is caused whatsoever because of the viewing, then the applicant will be recharged for the cost of putting things right. The application will be cancelled, and the applicant will not be allowed to reapply for a garage until the debt is paid in full.

3.4.2 It is the responsibility of the applicant to notify the Council of any changes in circumstances that would have affected an offer being made. Where notification is not given and later found out then the agreement can be revoked. A restriction may be placed on the applicant preventing them from making an application for a garage for two years.

3.4.3 Once the offer of the garage is accepted, then in all cases the applicant will be required to enter into a relevant current legal rental agreement, which will be a weekly agreement offered to one person only. Joint garage agreements are not offered.

### **3.5 Rent and payment methods**

3.5.1 Charges for garages can only be paid by Direct Debit. Therefore, charges must be paid monthly in advance from the date the licence commences. Upon signing the agreement, the officer will calculate monies due up to the first direct debit payment, to prevent rent arrears accruing in the interim of the back-office processing being undertaken.

- 3.5.2 The charge may be varied, usually once per year in April and the legal occupier will be given at least one month's written notice of the change to the weekly charge. The Council will automatically amend the Direct Debit as appropriate.
- 3.5.3 If a legal occupier is in rent arrears, then it is the responsibility of the legal occupier to arrange with The Council, to bring the account up to date within seven days of falling into arrears in accordance with the terms of the legal agreement, and in line with the Housing Revenue Management Policy.

### **3.6 Use of garage**

- 3.6.1 The Council will not be liable for any loss, damage or deterioration to a vehicle, or any other items stored in a garage.
- 3.6.2 All vehicles stored in garages must be taxed unless a valid Statutory Off-Road Vehicle Notification (SORN) has been made to the Driver and Vehicle Licensing Agency (DVLA).
- 3.6.3 Legal occupants are not permitted to sub-let or assign all or part of the garage or accept rent from any other party for the use of it.
- 3.6.4 Garages are not permitted to be used for the purpose of accommodation or habitable area.
- 3.6.5 Only legal occupants are permitted to carry out minor vehicle repairs or routine servicing in the garage but must not cause nuisance or annoyance to be neighbouring residents, including not running engines except when entering or leaving the site, or revving the engine of vehicles, or playing loud music.
- 3.6.6 Legal occupiers must not work on or make any structural alterations or additions to the garage and garage doors must be closed and secure when not in use.
- 3.6.7 Legal occupiers, or any associates, must not loiter, obstruct access to the site, other garages, highways, or any other premises.

### **3.7 Repairs**

- 3.7.1 Council Officers will undertake regular inspection of garage sites to respond to issues and deal with unauthorised parking, abandoned vehicles and damage, to ensure these are minimised.
- 3.7.2 The Council will keep the structure of garage in decent state of repair. It is the legal occupier's responsibility to report repairs or defects that require responsive repairs.

- 3.7.3 Legal occupiers are required to give employees or contractors reasonable access to carry out responsive repairs and planned maintenance to the garage, or neighbouring properties.
- 3.7.4 If a legal occupier is unable to use the garage whilst repairs or maintenance is being carried out then, the charges will be suspended, until such time as repairs are complete and the charge can be resumed.
- 3.7.5 In the event of major or uneconomical repairs being required, or if the whole or part of the site needs to be redeveloped, then the Council will endeavour to offer the legal occupier an alternative garage but cannot guarantee either this or its location. Where an alternative cannot be found, then the Council reserves the right to bring the legal agreement to an end.

### **3.8 Death and succession**

- 3.8.1 Where a licensee of a council owned dwelling has passed away and there is a statutory successor to the secure tenancy, any linked garage licence offered to the successor and will be treated and processed in accordance with The Councils policy on succession, which can be found in the Tenancy Management Policy.
- 3.8.2 If the succession is declined, or after 28 days there has been no response from the successor to contact, the legal agreement will be ended and treated as a normal void.

### **3.9 Terminations**

- 3.9.1 The Council will not normally seek to end a garage licence unless there has been a breach, or there is no succession. However, should it need to do so and due to the garage not being a dwelling, the legal agreement has no security of tenure, and the agreement can be ended by giving one weeks written notice to quit to the legal occupier. Any agreement must end on a Sunday. RBC has discretion to shorten this notice period in appropriate circumstances.
- 3.9.2 The legal occupier can also terminate the licence by giving one week's written notice to the Council that must end on a Sunday.
- 3.9.3 The legal occupier must give the Council vacant possession and leave the site in a clean and tidy state.
- 3.9.4 The garage must always be returned to the Council possession, in accordance with its current procedures, on or before 12:00 the Monday morning following the expiry of the notice on the previous Sunday.
- 3.9.5 Where possession is not given by the due date and time, possession of the garage will be regained, and the garage secured, and the legal occupier will be recharged a reasonable cost for the work. Any credit on a linked dwelling rent account can be transferred to repay any outstanding debt on a garage

account at the end of the tenancy and similarly any credit on a garage account can be transferred to any linked dwelling rent account to clear any other housing related debt.

- 3.9.6 The garage will be accessed and inspected by Housing Services within two working days of possession being returned. If the former legal occupier is found to have left items or vehicles in the garage, then the Council will:
- Make a full inventory and in accordance with law pursuant to Torts (Interference with Goods) Act 1977, Section 12 (1) will serve notice on the licensee to collect the goods within 7 days of the date of the notice or the goods will be disposed of.
  - If the goods are not removed within 7 days of expiry of the notice, then the Council will remove and dispose of them, the cost of which will be recharged to the former licensee.
  - The Council will make reasonable attempts contact the former legal occupier to remove their goods within one week of the expiry of the notice. These contacts will be recorded against the account.
  - Continue to charge rent until the matter is resolved.

#### **4 REVIEWS OF THE GARAGE REGISTER**

- 4.1 The Council will review the garage register every two years. Once notified of the review, applicants will be given no more than three opportunities to confirm any changes of circumstances and / or that they wish to remain on the list, before being struck off. There will then be a requirement to re-apply and the effective date will be from the date any new application is received.

#### **5. COMPLAINTS**

- 5.1 Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section should be read in accordance with the Housing Services Complaints and Enquiries Standard.

- 5.2 Complaints can be made in writing to:

**Housing Services Review and Improvement  
Redditch Borough Council  
Town Hall  
Walter Stranz Square  
Redditch  
B98 8AH**

Or emailing: [housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)



**6. PERFORMANCE & REPORTING**

- 6.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

**7. EQUALITY**

- 7.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

**8. LEGISLATION AND GUIDANCE**

- Law of Property Act 1925
- Data Protection Act 2018
- Equality Act 2010
- Torts (Interference with Goods) Act 1977, Section 12 (1)
- The Housing Act (1985)

**9. RELATED POLICIES AND PROCEDURES**

- Housing Revenue Policy
- Tenancy Management Policy
- Repairs Policy
- Rechargeable Repairs Policy

This page is intentionally left blank

**Appendix 6****REPAIRS AND MAINTENANCE POLICY**

Document Version Control

<b>Created By</b>	Simon Parry			
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>				
<b>Review Date</b>	Annually 2024			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
V1	SP		Feb 23	Final draft subject to Committee approval

## **1 VISION & STRATEGIC PURPOSES**

- 1.1 To enrich the lives and aspirations of our residents, businesses, and visitors through the provision of efficiently run and high-quality services, ensuring that all in need receive appropriate help, support, and opportunities
- 1.2 This policy supports the following Strategic Purposes:
- Communities which are safe, well maintained and green
  - Finding somewhere to live
  - Living independent, active & health lives'
- 1.3 This policy seeks to maintain RBC properties to ensure they have modern facilities are safe and warm.

## **2 INTRODUCTION**

- 2.1 Redditch Borough Council (RBC) Housing Property Services is committed to providing an effective repairs and maintenance service to ensure high levels of resident satisfaction to maintain its properties to a good standard and to protect the value of its housing stock.
- 2.2 The Council will ensure that it provides a repairs and maintenance service in accordance with relevant policy, legislation, regulatory compliance and Council housing service standards.
- 2.3 The Council is responsible for the maintenance, repair, servicing and replacement of the structure and common parts of its properties, as set out in the tenancy, leasehold or licence agreement and any associated handbooks.
- 2.4 Under the terms of the tenancy, as set out in the Tenancy Agreement, all tenants are responsible for reporting repairs to the Council and must allow access to their property in order for works to be carried out.
- 2.5 The tenant is responsible for the maintenance, repair and replacement of certain items within and external to their home, as set out in the Tenancy Agreement with the Council.
- 2.6 The tenant is also responsible for maintaining, repairing and servicing of agreed alterations that are carried out by the tenant.

## **3. PURPOSE OF THE POLICY**

- 3.1 The purpose of this policy document is to set out how Redditch Borough Council (RBC) delivers its Repairs and Maintenance service to its social housing stock.

- 3.2 The Council will ensure there is an effective responsive repairs service for its tenants and leaseholders. This will ensure that the housing stock is safe, kept in a good state of repair and is brought up to or meets agreed standards.
- 3.3 The Council's aim is to ensure that the right work is carried out at the right time and that the work completed is right first time. This will assist in minimising disruption to the tenant and their home.

#### **4. LEGISLATION AND GUIDANCE**

- 4.1 The Council will ensure that properties are repaired and maintained in accordance with best practice and relevant policy and legislation, including the following:
- Decent Homes Standard
  - Tenancy agreement
  - Housing Acts 1985,1988,1996,1998 and 2004
  - The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133
  - The Secure Tenants of Local Authorities (Compensation for Improvements) regulations 1994, SI 1994 No 613
  - The Leasehold Reform, Housing and Development Act 1993
  - Landlord and Tenant Act 1985
  - Defective Premises Act 1972
  - Landlord and Tenant Act 1985 – Section 11
  - Defective Premises Act 1972 - Section 4
  - Environmental Protection Act 1990 – Part III
  - Gas Safety (Installation and Use) Regulations 1998
  - Control of Asbestos Regulations, 2006
  - Building Regulations Commonhold and Leasehold Reform Act 2002
  - Equalities Act 2010
  - Disability Discrimination Act 2005

#### **5. LOCAL POLICIES**

- 5.1 This policy should be read in conjunction with the following:
- Tenancy Agreement
  - Leasehold Management Policy
  - Leasehold Handbook
  - Leasehold Service charge Policy
  - Rechargeable Repairs Policy
  - Condensation, Damp and Mould Policy
  - Gas Safety (Annual Servicing) Policy
  - Aids & Adaptions Policy

## 6. OPERATIONAL STANDARDS

### 6.1 Reporting Defects

6.1.1 The Council will ensure that defects can be reported in any of the following ways:

- by telephone
- by e-mail
- The future introduction of a portal to provide on-line services for tenants and residents
- Repairs can be reported by Council officers, support workers or carers using any of the methods above.

6.1.2 The Council will ensure that sufficient advisors are available to answer calls between 09:00 – 17:00 Monday to Friday excluding public holidays.

6.1.3 Emergency repair requests can be reported out of hours by telephone.

These Emergency items include

- **Gas Escapes,**
- **Exposed live electrical cables,**
- **Severe water leaks**
- **Major drainage problems**

Please refer to the council's website for further details.

6.1.4 Gas leaks need to be reported to the National Gas Emergency Service on 0800 111 999. An engineer will normally attend to all gas leaks within two hours.

### 6.2 Repairs Categories

6.2.1 The Council has established three categories of responsive repair:

- Emergency                      2 hrs
- Urgent                            5 working days
- Routine                            20 working days

6.2.2 Emergency repairs are those that need to be carried out to avoid serious danger to the health and safety of the occupants or where a failure to carry out the repair could cause extensive damage to buildings and property. The Council, or a suitable appointed contractor, will attend emergency repairs within two hours of receipt of the call.

6.2.3 Urgent repairs under the Right to Repair are defined in "The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994"

and are not emergency repairs. These repairs will be carried out within the specified time laid down unless by the express agreement of the tenant. The “Right to Repair” section details these repairs including required response times.

- 6.2.4 Routine repairs will be assessed and prioritised however these typically do not pose an immediate risk to health and safety nor imminent danger to the structure and will be attended to at a time suitable to the tenant.
- 6.2.5 If a repair cannot be completed on the first visit, a further appointment is to be arranged with the tenant. This appointment will be within seven calendar days of the visit unless a longer delay is expressly requested by the tenant or if specialist materials or plant are required that cannot be sourced within the timescale. In the latter case the next visit will be at the earliest possible opportunity.
- 6.2.6 If an out of hours call is attended to and the repair works are not classed as an emergency then these works may be charged to the tenant in line with the rechargeable repairs policy.
- 6.2.7 Where works are ordinarily be classed as routine repairs and have been identified that they have minimal impact they may be grouped together as part of a planned programme within an estate/area. These may typically include paving related issues that do not present a Health and Safety risk and may be treated outside of the categories listed in 6.2.1.
- 6.2.8 The Council will typically provide privacy fencing comprising of two bays of fencing between neighbouring properties where the responsibility is the Council as identified within the deeds to the property. Where there is a demarcation of fencing needed between gardens then a low level typically post and wire fence will be installed to divide gardens and not to provide security and or privacy.

### **6.3 Appointments**

- 6.3.1 Where reports are received by telephone, a specific timed appointment will be arranged and agreed with the tenant during the call.
- 6.3.2 For repair requests reported by other means, the tenant will be contacted to arrange a convenient appointment.
- 6.3.3 If the tenant prefers an appointment at a later date, then this will be agreed, unless the repair is needed urgently to avoid further damage or on health and safety grounds.
- 6.3.4 In some instances, a pre inspection is required to understand or diagnose the issue, e.g., Damp/Mould related issues. In these cases, an appointment will be made for a council officer to inspect the issue.

- 6.3.5 If the tenant needs to rearrange an appointment, the tenant is expected to inform the Council at least 24hrs before the appointment.
- 6.3.6 The Council reserves the right to take appropriate action including recharge for failed appointments and enforce this in accordance with the Tenancy Agreement.
- 6.3.7 Council Officers should always have identification on them, Tenants are to ask for this prior to letting Council Officers into their home.
- 6.3.8 Tenants, Council Officers and Contractors employed by the Council are to treat each other with respect.

## **7.0 PLANNED AND CYCLICAL MAINTENANCE**

### **7.1 Major Planned Works**

- 7.1.1 The Council has developed a 30 year profile of expenditure for the maintenance and long term investment to meet the needs of its housing stock. Improvements identified form part of a rolling 5 year programme of investment identified from stock condition surveys.
- 7.1.2 Programmes may typically involve the replacement of items such as kitchens, bathrooms, boilers and electrical rewires. Programmes such as these will assist in minimising expenditure on responsive repairs and maintenance.

### **7.2 Cyclical Maintenance**

- 7.2.1 These maintenance works are carried out as routine preventative maintenance, typically against defined cyclical periods. Works typically include the servicing, inspection, and testing of a wide range of equipment including fire alarms, emergency lighting, gas and electrical installations.
- 7.2.2 The Council will develop an annual planned cyclical maintenance programme, to ensure that its homes are maintained in a good, safe condition.
- 7.2.3 The Council will contact affected residents, providing them with advance notice of the intended commencement of the work, where appropriate.
- 7.2.4 Leaseholders will receive the service they are entitled to and be recharged according to the terms of their lease agreement.
- 7.2.5 The Council will ensure that a range of cyclical works are carried out on a regular basis in accordance with all statutory requirements.



- communal areas within blocks of flats and sheltered schemes are regularly cleaned
- grounds maintenance takes place
- communal installations for example that lifts, and door entry systems are serviced
- all other cyclical maintenance in line with Tenant and Leaseholder Agreements
- heating and gas installations
- electrical installations
- fire detection systems
- cyclical painting programmes
- external surfaces of the property that require an applied finish to maintain its weather tightness.

7.2.6 Service charges will be made to Tenants and leaseholders for qualifying services in addition to the rent.

## **8.0 RIGHT TO REPAIR**

### **8.1 Objective**

8.1.1 The Council will comply with the Right to Repair regulations.

### **8.2 Qualifying repairs**

8.2.1 Qualifying repairs are detailed in the Right to Repairs Regulation. It includes certain defects that need urgent repair up to a value of £250.

8.2.2 Defects to be repaired within the **next working day**:

- total loss of electric power
- unsafe power or lighting socket, or electrical fitting total loss of water supply
- total or partial loss of gas
- supply blocked flue to open fire or boiler
- total or partial loss of space or water heating between 31st October and 1st May
- blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan
- toilet not flushing (where there is no other working toilet in the dwelling-house)

- leaking from water or heating pipe, tank or cistern insecure
- external window, door or lock

8.2.3. Defects to be repaired within the **next three working days**:

- partial loss of electric power partial loss of water supply
- total or partial loss of space or water heating between 30th April and 1st November
- blocked sink, bath or basin tap which cannot be turned
- loose or detached banister or handrail rotten timber flooring or stair tread

8.2.4. Defects to be repaired within the **next seven working days**:

- leaking roof
- door entry phone not working
- mechanical extractor fan in internal kitchen or bathroom not working

### 8.3 **Process**

8.3.1 The Council will offer an appointment service or send an external contractor.

8.3.2 A tenant that reports a qualifying repair will be informed of this and given a date by which the defect should be repaired.

8.3.3 An appointment will be offered within the prescribed target times.

8.3.4. The tenant will be informed they should contact the Council if a repair does not take place within the prescribed timescale.

8.3.5. Where the tenant informs us that the defect has not been repaired within the timescale, the Council will ensure the tenant is offered a second appointment, within the prescribed number of working days after the tenant reports the defect has not been repaired.

8.3.6. Where the qualifying repair has not been repaired for the second time, tenants are entitled to claim compensation of £10 plus £2 for every day up to a maximum of £50. This does not apply where the tenant could not provide access or if there are exceptional circumstances outside the control of the Council.

8.3.7. The Council will ensure that information about the Right to Repair Scheme is available to tenants on the Council's website.

## 9. **COMPLAINTS**

9.1 Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section

should be read in accordance with the Housing Services Complaints and Enquiries Standard.

- 9.2 Complaints can be made in writing to:  
**Housing Services Review and Improvement**  
**Redditch Borough Council**  
**Town Hall**  
**Walter Stranz Square**  
**Redditch**  
**B98 8AH**

Or emailing: [housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

## **10. PERFORMANCE & REPORTING**

- 10.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

## **11. EQUALITY**

- 11.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

This page is intentionally left blank

**Appendix 7**

# HOUSING RE-CHARGEABLE REPAIRS POLICY

Document Version Control

<b>Created By</b>	Simon Parry			
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>				
<b>Review Date</b>	Annually - 2024			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
V1	SP		Feb 23	Final draft subject to Committee approval

## **1. INTRODUCTION**

1.1. Therefore, this policy sets out RBC's approach to recharging for repairs in and clearances from within the property, its boundary, gardens, and any communal spaces and are deemed by RBC to be the responsibility of the licensee, tenant, lessee, or former tenant (the agreement holder) due to:

- Neglect
- Wilful damage
- Hoarding
- Termination or transfer of tenancy

1.2. However, RBC recognises that the financial and commercial needs of RBC do need to be balanced with a rent first payment culture and with clear sense of social responsibility and with careful consideration of the impact of practice on our most vulnerable customers, so that those legal agreements to occupy our housing are sustained wherever it is practicable to do so.

## **2. AIMS AND OBJECTIVES**

2.1 RBC will deliver 'Value for Money' in the provision of the repairs service and ensure maximum and efficient use of the Councils maintenance budgets to minimise costs.

2.2 RBC will maximise the collection and recovery of all income to the Housing Revenue Account (HRA)

2.2 RBC will be consistent, fair, and equitable in the treatment of all tenants and residents, providing evidence to explain why responsibility lies with the licensee, tenant, or leaseholder.

2.3 We will raise recharges promptly and accurately and recover them consistently in accordance with the Housing Revenue Management Policy

## **3. RESPONSIBILITY**

### **3.1 Recharges - Day to Day Repairs**

3.1.1 When a repair is requested by the agreement holder through the Repairs Contact Centre or is identified by an officer going about their day-to-day duties, the officer will determine whose responsibility the repair is. What may be deemed an agreement holder's responsibility can be found in the Repairs Policy.

3.1.2 The agreement holder will be provided with opportunity and a reasonable amount of time to either undertake the repair themselves to a satisfactory standard to RBC or elect to have RBC complete the repair at the current rate.

3.1.3 Repairs will always be recharged in accordance with the current National Schedule of Rates (SOR) plus a fair and reasonable administration charge as agreed in Fees and Charges.

3.1.4 Where the agreement holder has not undertaken the repair themselves within a reasonable time or has elected for RBC to undertake a repair but has not allowed reasonable access, then RBC may take legal action to gain access.

### 3.2 **Recharges - Emergency Repairs**

3.2.1 In an emergency situation (defined by an incident requiring emergency repairs to be undertaken because there is a risk to life, of serious injury or any effect on health and safety or property or persons) and it is deemed by RBC that such a situation has been caused by the agreement holder knowingly failing to report a repair, or giving access in accordance with Repairs Policy, then RBC will recharge all the costs to the responsible agreement holder, including gaining entry and / or repairing the property or properties to the responsible agreement holder.

### 3.3 **Recharges – Terminated Tenancy**

3.3.1 When a tenancy is legally terminated by either party to the agreement, the ending tenancy procedure will usually be followed. This would usually include a recorded inspection or inspections of the entire property and communal areas by RBC officers within the legal notice period, to identify repairs and / or clearances that are or would have been the agreement holder's responsibility, again giving the agreement holder the opportunity to rectify the identified potentially rechargeable repairs themselves, to RBC satisfaction, or elect for RBC to complete and recharge during the notice period or after moving out.

3.3.2 If, for any reason a pre-termination inspection is not carried out, then at the earliest opportunity, a post termination inspection will be carried out and void clearance and repairs scheduled, clearly identifying and costing those that would have been the responsibility of the former agreement holder. The cost will then be passed to the Housing Revenue Team to be pursued under the Housing Revenue Management Policy (Former Tenant Arrears)

3.3.3 In the case of both internal and external transfers and mutual exchanges, there will be no opportunity extended to the tenant to elect for RBC to undertake the repairs deemed rechargeable, rather the process will not be allowed to continue until the conditions of transferring have been honoured by the tenant and the breach of tenancy has been remedied.

3.3.4 Notwithstanding the satisfaction of a pre termination inspection, the property will always be inspected post termination at the earliest opportunity and void clearance and repairs scheduled, clearly identifying and costing those that would have been the responsibility of the former agreement holder. The cost will then be passed to the Housing Revenue Team to be pursued under the Housing Revenue Management Policy (Former Tenant Arrears)

#### **4 CHARGING**

- 4.1 RBC reserves the right to charge and will always attempt to secure payment in advance, in full for some repairs deemed to be rechargeable before they are undertaken.
- 4.2 However RBC acknowledges that some agreement holders will be too vulnerable or not in a financial position to pay in advance in part or in full. Where this is deemed to genuinely be the case and / or further damage might be caused to the neighbours or their property, the Housing Revenue Team will be notified promptly to raise the outstanding charge and pursue it in accordance with the Housing Revenue Management Policy.
- 4.3 Where RBC Officers decide not to recharge to any degree, a tier 5 manager or higher will authorise the decision, but bearing in mind:
- Where the property is due to a fully referenced crime and the agreement holder cannot be held responsible in any way and / or recover the recharge through criminal proceedings, such as resolutions or compensation for criminal damage etc.
  - Where there are severe vulnerabilities that prevent them being responsible for repairing responsibilities or enlisting any independent help to do so. Where this is the case then investigations will be made into the suitability of the accommodation and appropriate support given to find a solution.
- 4.4 Charges are subject to annual review and may vary from the costs identified in the Policy as a consequence.

#### **5.0 RIGHT OF APPEAL**

- 5.1 There is no right of appeal against decisions to recharge repairs.
- 5.2 However, should an agreement holder be dissatisfied with the way RBC applies this policy then a formal complaint should be made using the Housing Services Complaints and Enquiries Standard.

#### **6.0 COMPLAINTS**

- 6.1 Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section should be read in accordance with the Housing Services Complaints and Enquiries Standard.



- 6.2 Complaints can be made in writing to:  
**Housing Services Review and Improvement**  
**Redditch Borough Council**  
**Town Hall**  
**Walter Stranz Square**  
**Redditch**  
**B98 8AH**

Or emailing: [housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

## **7. PERFORMANCE & REPORTING**

- 7.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

## **8. EQUALITY**

- 8.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

## **9.0 RELATED POLICIES AND PROCEDURES**

- The Repairs Policy
- The Introductory Tenancy Management Policy
- The Tenancy Management Policy
- The Housing Revenue Management Policy
- The Housing Services Complaints & Enquiries Standard

**APPENDIX 1: LIST OF RECHARGEABLE REPAIRS**

The following is the current list of rechargeable repairs and will be reviewed annually as part of the Council's Fees and Charges process.

<b>Trade</b>	<b>Work detail</b>
General	Gain Entry or where a warrant is required
General	Call out charge or make safe + the repair work undertaken
General	Boarding up window or door - Small, Medium & Large
Glazing	Replace single glazed 6mm thick glass pane – S, M or L
Glazing	Replace 28mm double glazed unit - window or door (all sizes)
Plumbing	Unblock sinks, wash basin, bath, or WC
Plumbing	Replacing plugs and chains to baths, sinks and wash hand basins
Plumbing	Replace wash hand basin- Inc. fixtures & fittings
Plumbing	Replace WC pan & cistern - Inc. fixtures & fittings
Plumbing	Replace bath - Inc. fixtures & fittings (not Inc. bath panel)
Plumbing	Replace bath panel
Plumbing	Replace stainless steel sink Inc. F&F
Plumbing	Blocked drainage systems and soil stacks
Plumbing	Replace toilet seat
Carpentry	Replace keys and locks to doors, windows, and garages if they are lost or stolen
Carpentry	Replace lost or stolen key fobs
Carpentry	Replace kitchen unit draw or door
Carpentry	Replace cupboard latches and handles
Carpentry	Repair kitchen unit draw or door
Carpentry	Replace internal doors - none fire door 110/door
Carpentry	Replace external doors (UVPC) - None Fire Door
Carpentry	Replace Wooden door - Fire door Inc. Intumescent strips
Carpentry	Replace door handles and latches (internal doors only)
Electrics	Replace florescent light fitting and tubes/starters
Electrics	Re-fix or renew electrical accessories - switch, sockets, pendant
Electrics	Replace damaged/broken 240v smoke alarm + new test certificate
Electrics	Disconnect/remove illegal wiring & electrical accessories & reinstate wiring + Tests
Electrics	Carry out electrical test certificate
Gas	Turning gas on following capping
Gas	Rehang radiator
Gas	Replace TRV thermostat
Building	Repair Plastering
Building	Repair of walls/patio's
Environmental	Garden maintenance
Environmental	Garden rubbish removal - small
Environmental	Garden rubbish removal - large (skip load/van load)
Environmental	Bulky Waste removal
Environmental	Loft clearances
Environmental	Property Clean - Easy Clean
Environmental	Property Clean - Deep clean
Environmental	Pest control TBC
External	Non Standard Fencing dividing gardens (other than privacy panels)
External	Gate and shed latches, bolts and catches

**Appendix 8****EQUIPMENT AND ADAPTATIONS POLICY**

Document Version Control

<b>Created By</b>				
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>				
<b>Review Date</b>	Annually - 2024			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
V1	SP		Feb 23	Final draft subject to Committee approval

**1 STRATEGIC PURPOSE**

1.1 The Equipment and Adaptations Policy (the policy) outlines how Redditch Borough Council (RBC) will support tenants and their immediate households to remain independently in their current home by undertaking minor and major adaptations. This will enable tenants to carry out essential daily activities which may be hampered by long-term health issues or disability. If this is not possible or practical, the Council will assist them in finding suitable alternative accommodation.

1.2 This policy supports the following Strategic Purposes:

- Communities which are safe, well maintained and green
- Finding somewhere to live
- Living independent, active & health lives

## **2 AIMS AND OBJECTIVES**

2.1 The key objectives of the Equipment and Adaptations policy are:

- To provide an equipment and adaptation service which assists tenants with a disability, and their household members, to live independently in their homes.
- To set out the criteria by which we will assess all requests for equipment and adaptations to RBC housing stock.
- To ensure the adaptations process is managed efficiently, effectively and provides value for money.
- To make best use of RBC's adapted housing stock by ensuring that allocations are made in accordance with need by matching empty adapted homes with families/persons requiring, or having a documented future need for, adaptations.
- To comply with legal and statutory requirements in relation to the provision of disabled adaptations.

## **3 POLICY STATEMENT**

3.1 The Council's approach to dealing with requests for adaptations to our housing stock will be in accordance with this policy.

3.2 This policy recognises the impact adaptations in and around the home can have in helping someone with long-term health issues or a disability to maximise their independence. The policy recognises that alternatives to the provision of adaptations will be explored with the tenant and their household, and wherever possible tenants will be encouraged to move to more suitable accommodation if necessary. It confirms our commitment to respond to meet the needs of our tenants as these may change over time as well as effectively using our existing housing stock.

3.3 It confirms the council's commitment to meeting the needs of tenants, which may change over time, as well as effectively using the council's existing housing stock and ensuring a fair distribution of equipment and adaptations within finite resources. Whilst the needs of tenants will be given proper consideration it is

inevitable that the use of the councils housing stock must additionally be considered in parallel to ensure that all residents are being treated fairly particularly where the nature of the adaptation is substantial

- 3.4 The council acknowledges that the timely provision of minor adaptations can often sustain the independence of tenants and postpone the need for substantial major adaptations. The provision of minor adaptations is therefore seen as an important preventative service.
- 3.5 This policy is based on private sector housing policy and the legislation which governs the implementation of major adaptations made from the Disabled Facilities Grants under the "Housing Grants, Construction and Regeneration Act 1996" and aims to provide a consistent service across all housing tenures.
- 3.6 RBC as a landlord meets the cost to supply and fit equipment and adaptations to council homes. These costs are met through the Councils Housing Revenue Account. We will do all we can to ensure there is sufficient funding to meet the needs of tenants, however this may not always be possible.

#### **4 LEGAL AND REGULATORY FRAMEWORK**

- 4.1 RBC has to operate within the framework created by legislation and its own strategies and policies. It states that we shall:
- Offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of their housing stock.
  - Co-operate with the local authorities' strategic housing function and their duties to meet identified local housing needs. This includes assistance with the local authorities' homelessness duties and through meeting obligations in nominations agreements.
  - Co-operate with relevant organisations to provide an adaptations service that meets tenants' needs.
  - Develop and deliver services to address under-occupation and overcrowding in their homes within the resources available to them. These services should be focused on the needs of the tenants and will offer choices to them.
  - Provide tenants wishing to move with access to clear and relevant information about their housing options.
- 4.2 The Equality Act 2010 has repealed much of the previous disability legislation. It includes a new duty for public bodies when carrying out their functions to have due regard to promoting equality. Discrimination on grounds of disability can be justified in law if the council has appropriately balanced the needs of the person with a disability and those of others in need of accommodation. Making better overall use of the housing stock and meeting more needs, including those with disabilities, is a legitimate aim.
- 4.3 The Equality Act 2010 'Duty to make Reasonable Adjustments' applies to Landlords and Managers of rented premises or premises available to rent. This

duty is not anticipatory – it only arises if RBC are requested to make an adjustment by a person to whom the premises are let or by someone on their behalf.

4.4 There are two requirements under the Act:

- Providing auxiliary aids and services
- Changing provisions, criteria or practices (e.g. allowing a disabled person who uses an assistance dog to take a property that might otherwise have stipulated 'no dogs')

4.5 There is no legal requirement under the Equality Act for RBC to make any changes which would consist of or include the removal or alteration of a physical feature of the property which includes:

- Any feature arising from the design or construction of a building
- Any feature of any approach to, exit from or access to a building
- Any fixtures or fittings in or on a premises
- Any other physical element or quality

4.6 The cost of adaptations and the suitability of the current accommodation (including under occupation) are relevant factors when considering proportionality.

4.7 Under the terms of this policy, a person is regarded as being disabled if they have a physical, sensory or mental impairment, which has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities within their home. A long-term effect refers to disabilities that have lasted for at least 12 months, the effects of which last for at least 12 months, or which are likely to last for the remainder of a person's life.

4.8 Other legislation is shown below:

- The Care Act 2014
- Chronically Sick and Disabled Persons Act 1970
- The Housing Act 1985
- Housing Grants, Construction and Regeneration Act 1996
- National Assistance Act 1948
- Care Act 2014

4.9 Non-legal influences on this Policy:

- Delivering Housing Adaptations for Disabled People: A good practice guide 2013

## **5 SCOPE OF POLICY**

5.1 This Policy:

- States clearly how new equipment and adaptations requests will be assessed, considered, prioritised, approved or rejected
- Makes best use of existing adaptations in council properties through the reallocation of those properties to those with needs most closely meeting the

property attributes

- Specifies threshold indicators and limits relating to types of adaptations
- Indicates what support can be offered in terms of re-housing to more suitable accommodation when an option appraisal makes the application nonviable for the existing dwelling or its occupants
- States clearly which adaptations will not be funded
- States clearly how tenants will be made aware of their responsibility to contribute towards the costs if this applies where adaptations will cost more than the maximum limit the council will fund

5.2 The following property types, as owned by Redditch Borough Council, are considered within the Policy:

- General needs accommodation with communal areas.
- Sheltered housing schemes.
- Leasehold properties with common parts.
- Temporary accommodation.

5.3 **This policy covers two areas**

Part 1 - Adapting existing homes

Part 2 - Allocation of and best use of existing stock currently part or fully adapted to meet housing demand

5.4 Adaptations are split into three categories: -

- Equipment and aids
- Minor
- Major

5.5 These distinctions are based on the nature and cost of the work required, as opposed to the impact the adaptation will have on the individual requiring such work.

5.6 Equipment and aids will be considered, provided a tenant meets the Fair Access to Care (FACS) criteria, Health or the Community Occupational Therapy Service will provide a range of freestanding portable or medical aids suitable for the functional requirements.

5.7 Minor Adaptations required for medical reasons can be referred from Worcestershire Health and Care Trust NHS, Community Occupational Therapists (adaptations, equipment and housing). **They will typically cost under £1,500.**

5.8 Major adaptations include extensive structural alterations such as extensions to properties, improvements to or additions to the fabric of the property that **will normally cost between £1,500 and £30,000**. The Council will not provide funding in excess of £30,000 for any adaptation. Any additional funding will need to be provided by a partner organisation, or the tenant unless agreed otherwise by the Housing Service Lead.

## **PART 1- ADAPTING EXISTING HOMES**

### **6 POLICY DETAILS**

6.1 The term Equipment and Adaptations covers a number of related activities including:

- Option appraisal and feasibility of recommendations received from the Community Occupational Therapy Service.
- Commissioning and installation of equipment and adaptations to council properties.
- Appropriate removal and reuse of equipment and adaptations in council properties.
- Developing and maintaining an adapted council property list to support new applications for council property.



- Supporting tenants through the various stages of the equipment and adaptations process.
- Receiving and prioritising new applications for re-housing from existing tenants requiring adapted or accessible housing solutions.
- Appropriately allocating adapted council properties.
- Assessment of new applications for housing

### **Eligibility**

Who Qualifies and who doesn't?

6.2 Equipment and Adaptations will only be considered for RBC tenants, their partner or a member of the immediate family who is a permanent resident in the household

And

6.3 Have an impairment which has a significant long-term effect on their ability to

- Carry out normal day-day activities in and around their home
- Access essential facilities within their home

6.4 Adaptations for children of tenants will only be completed at the property which is the principal home.

6.5 Major Adaptations will not be approved for individuals who are waiting for medical procedures which will improve mobility until their expected recovery is complete.

6.6 Adaptations will be considered when a tenant is waiting to be discharged from hospital and require their current homes to be adapted, however it may not be possible for them to be completed prior to discharge.

6.7 Adaptations will not be carried out for lodgers or temporary visitors.

6.8 Generally, adaptations will be carried out where a secure tenancy is held, although consideration will be given if tenants are introductory tenants. If the tenancy is in its introductory period and is less than 12 months old, adaptations may not be carried out if the tenant failed to declare that they or a member of their household had a pre-existing disability where it would have been reasonable for them to do so.

6.9 Requests for major adaptations will not be approved where a Right-to-Buy application has been received. Tenants in these cases will be signposted to the assistance available through the council's DFG programme once they have bought their home.

6.10 Tenants seeking to transfer, or mutual exchange will be considered on their individual merit and whether they are leaving or going to a suitably adapted property. This will form part of the consideration.

6.11 The council will not progress with an adaptation where possession proceedings have commenced, or a possession order is already in place. Where there are rent arrears, cases will be considered on their individual merit.

- 6.12 We will only consider carrying out major adaptations that have been recommended by an occupational therapist.

## **7 THE APPLICATION PROCESS FOR ADAPTATIONS**

- 7.1 How to enquire or make an application – tenants should:

- 7.2 Contact Equipment and Adaptations Team, the Neighbourhood Tenancy Team, Doctor or other health professional to complete a referral. Tenants can also self-refer by completing an application for assessment available on Redditch Borough Councils website. Once a referral is received and reviewed by Equipment and Adaptations Team, an initial screening will be arranged with an Occupational Therapist. An appointment to visit (if required) will be made with the tenant to identify any adaptations that are necessary, appropriate and qualifying. If a need for adaptations is identified the Occupational Therapy Service will in turn send a written recommendation to the Council for consideration.

## **8 QUALIFICATION FOR ADAPTATIONS**

- 8.1 An assessment of needs, by an Occupational Therapist (OT) must be undertaken for all major adaptations identifying any necessary and appropriate adaptations required to meet the needs of the disabled person. Following the assessment, the OT will provide a written recommendation to the council. The council must be satisfied that the recommended works are:
- Reasonable Feasible and Practicable with regards to the type, age and condition of the dwelling
  - Necessary and appropriate to meet the needs and prognosis of the disabled occupant, having regard for end-of-life care protocols.
- 8.2 For example, the council would not normally provide a level access shower to the first floor or above in a house or first floor flat unless the access to this facility has been assessed. Has a stair lift assessment been undertaken or is there use of a lift. The council will also consider the wider impact of the requested adaptation in relation to issues such as others in the family tenancy, regular visitors to the property, under-occupancy levels. Some of the council's properties are unsuitable by design for adaptation. We will only fit Level Access Showers in properties on the first floor or above after we are satisfied that all other options for the tenant have been explored and have been found to be inappropriate.
- 8.3 If a tenant has expressed the intention to move from the property, e.g. by way of transfer, mutual exchange or other method, the council may decide not to approve major adaptations at their current property. However, each application will be considered on its individual merit.

## **9. TYPES OF ASSISTANCE AVAILABLE**

- 9.1 There are three categories of Equipment and Adaptations for existing tenants covered by this policy.
- 9.2 Equipment and Aids Provided a tenant meets the Fair Access to Care (FACS) criteria, Health or the Occupational Therapy Service will provide a range of freestanding portable or medical aids suitable for the functional requirements including:

- Portable Hoists
- Hospital Beds
- Toilet frames and Specialist seats
- Bed levers
- Wheelchairs
- Shower chairs
- Chair risers
- Walking frames
- Reaching devices
- Door entry systems

**Minor Adaptations Works which cost £1,500 or less.**

9.3 The provision of these adaptations may be based on the recommendation of an OT whilst assessing for major adaptations or be requested by a tenant direct to RBC.

9.4 Examples (non-exhaustive) of minor adaptations include:

- Grab rails
- Handrails
- Lever taps
- Stair rails
- Lowering/repositioning of light switches and sockets (wheelchair users only)
- Steps
- Small ramps or removable ramps
- Bath lifts
- Flashing or amplified doorbells
- Door and wall protectors

**Major adaptations are works that cost over £1,500 up to £30,000**

9.5 The works usually involve structural alterations, improvements to, or additions to the fabric of the property. For all Major adaptations a written recommendation from an OT must be received.

9.6 Major adaptations are provided in line with the provisions of the Housing Grants, Construction and Regeneration Act 1996 for disabled facilities grants (DFG) and in summary help to facilitate:

- Access to and from the home.
- Making the dwelling or building safe for the disabled occupant and other persons residing with him/her.
- Access to a room used or usable as the principal family room.
- Access to or providing for the disabled occupant, a room for sleeping.
- Access to, or providing for the disabled occupant, a room(s) in which there is a lavatory, a shower and or bath, a wash hand basin, or facilitating the use of such facilities by the disabled occupant.
- The preparation and cooking of food by the disabled occupant.
- Improving/providing a heating system in the dwelling to meet the needs of the disabled occupant.

- The use by the disabled occupant of a source of power, light or heat by altering the position of one or more means of access to or control of that source or by providing additional means of control.
- Access and movement by the disabled occupant around the dwelling in order to enable him/her to care for a person who is normally resident in the dwelling and is in need of such care.
- Facilitating access to and from a garden by a disabled occupant

9.7 Examples (non-exhaustive) of major adaptations include:

- Level access showers
- Large permanent ramps
- Door widening
- Stair lifts
- Kitchen refurbishment with low level units (appliances excluded)
- Through floor lifts
- Tracked Hoists (works associated with strengthening the structure and additional electric points only – hoists are a medical aid)
- Swing doors or doors operated electrically
- Extensions – Ground floor level only

## 10. **THRESHOLD INDICATORS AND OPTIONS APPRAISAL PROCESS FOR MAJOR ADAPTATIONS**

10.1 In assessing the recommendations received from the OT Service, RBC will consider in more detail a number of factors and threshold indicators to establish if it is willing to proceed. To do this it will undertake an Options appraisal process which includes.

- Establishing if the equipment and adaptations are feasible, reasonable and practicable.
- Where necessary, gather further information through an application form, site visits, case conferences and key professionals.
- Identify if any threshold indicators have been reached, and if they have, recommend options appraisal be undertaken.

10.2 On deciding whether it is reasonable and practicable to undertake major adaptations the council will consider the following threshold indicators:

10.3 The Building/ Property

- a. The age and structural condition of the property.
- b. Existing adaptations at the property.
- c. Cost of adaptations necessary to make the property suitable.
- d. Length of time the adaptation will take and incumbent void rent loss if the tenant has to be decanted.
- e. Property constraints in terms of its adaptability.

- f. Architectural and structural characteristics of the dwelling, some of which may render certain types of adaptation inappropriate, for example properties with narrow doors, stairways and passages, or steep slopes and flight of steps.
- g. If the adaptation is for a level access shower is on a first floor storey or first floor flat the means of accessing the facility i.e stair lift or lift
- h. Where a sheltered scheme has an adapted communal bathroom, and that bathroom would meet the needs of the tenant and it is reasonable that the tenant can use the facility the council will not further adapt the bathroom within the tenants accommodation
- i. Where works would require planning permission or building regulation approval which has not been, or would not be, granted
- j. Whether adaptations make the best use of the council's housing stock and future let ability of a property
- k. Whether adaptations affect the amenity of the area for other residents
- l. Whether there is a 2nd reception room which could be utilised as a bedroom /bathroom when a stair lift and wet room to the 1st floor is being recommended

#### 10.4 The Demand

- a. Property type and demand.
- b. Availability of more suitable alternative adapted or part adapted accommodation.
- c. A suitable, alternative adapted property is offered and refused
- d. Whether the property is a ground floor home in a block of flats
- e. Whether the property is a bungalow

#### 10.5 The Person/tenancy

- a. Availability of the disabled person's existing support network and carers
- b. Affordability (rent increase and under occupation for instance)
- c. The tenants' intentions regarding the long-term use of the property
- d. Where the council is taking possession proceedings against the tenant for example, for rent arrears (in line with general needs transfer requests) and anti-social behaviour
- e. Any competing needs of different members of the family which cannot be met in that particular home.
- f. Whether the property and proposed adaptations will meet the long-term needs of the disabled person. For instance, if a tenant has a deteriorating condition which means ground floor rooms would meet their future needs better than adapting the first floor.
- g. Current occupancy of a property, for example is it under-occupied or will it be over occupied on completion
- h. The request is to address specialist medical needs of an individual other than basic needs (Example of specialist needs: self-washing facilities, hospital beds or hoists)

#### 10.6 An options appraisal process will automatically apply to cases that hit one or more of the following triggers but may also be referred through the process if a larger number of other threshold indicators are in question:

- a. Where the property is currently under or over-occupied or will become under or over occupied if the adaptations are undertaken
- b. Where a possession order has been obtained or is in the process of being obtained

- c. Where the estimated cost of adapting a property is £1,500 or above
- d. The property cannot be adapted because of design constraints
- e. If there are likely to be excessive costs

- 10.7 The options appraisal will be undertaken by Housing Services and Housing Property Services. A short report with officer recommendations on the options available will be presented to the Repairs and Maintenance Manager and the Neighbourhood Tenancy Manager for adaptations over £5000 but below £10,000. Approval from the Housing Services Manager and the Housing Property Services Manager will be required for adaptations costing more than £10,000.
- 10.8 In these cases, consideration will be made as to whether the work should go ahead or whether an alternative solution can be found which will continue to meet the essential needs of the tenant. Consideration will also be given to whether any extensive adaptation work would be the best use of the current housing stock or would negatively affect the future let ability of the property or would prove to be prohibitively expensive.
- 10.9 Fitting Level Access Showers in properties on the first floor or above does not represent the best use of our housing stock and they rarely meet the long-term needs of our tenants. Families generally require baths and not level access showers; therefore, our experience is that when properties with a Level Access Shower are re-let, they can be less desirable to potential tenants.
- 10.10 Furthermore, tenants with mobility problems could have their housing need best served with a move to more suitable accommodation such as a bungalow or ground floor flat. We do not consider that not wanting to move is an appropriate reason on its own to install a Level Access Shower or Stair Lift to a house or upstairs flat.
- 10.11 Before extensive adaptations are carried out to a property, other options will always be considered.
- 10.12 These options include the possibility of better use of space within the existing footprint of the property, for example utilising a second reception room/dining room, or whether a move to a more suitable property would resolve the need for adaptations and present a better long-term solution for the applicant. Only one main family room is necessary to meet a household need as such the council will consider the use of one of any additional reception rooms in a property to provide adaptations.
- 10.13 Tenants will be expected to remain in their adapted property if it is reasonable for them to do so.
- 10.14 Wherever possible the council will seek to carry out the most cost-effective adaptation to the property which adequately meets the applicant and households needs, this usually means that an adaptation is carried out within the existing footprint and structure.
- 10.15 The options appraisal will make a decision as to whether the adaptations will be undertaken or recommend/approve an alternative option.

## **11 FUNDING AND PRIORITISATION OF ADAPTATIONS**

- 11.1 The council will normally only fund major adaptations up to a maximum limit of £30,000. The maximum is set in line with DFG limits, currently £30,000. Anything not being funded by the council, e.g. over the maximum limit, or having a client contribution, will need to be funded by other means. In such circumstances, the council will discuss with the tenant the options of self-funding, alternative funding available or re-housing.
- 11.2 An options appraisal will be invoked for all adaptations over £1,500.
- 11.3 The annual funding of equipment and adaptations is a fixed amount, with demand often exceeding the financial resources available. Therefore, the council will prioritise the demand in a way that best meets the greatest needs. All major adaptations are subject to budget availability.
- 11.4 Prioritisation of adaptations will be by means of a waiting list and the Occupational Therapists assessment of how critical and urgent the adaptation is. This will include critical needs cases, which are when there is a risk to a patient with life limiting conditions, that makes a likelihood of injury high and the is outcome severe if that person does not have an adaptation. When evaluating a request for an adaptation, the council will consider individual, technical and other relevant factors to enable a balanced decision to be taken to ensure best use is made of the available financial resources
- 11.5 In general terms, this means dealing with the highest priority cases first and will take into account the length of time a person has been waiting. Should funds be depleted the council will inform tenants who are awaiting an adaptation to explain the position and give an indication as to how long they are likely to have to wait. Where necessary, the council will also work with the tenant to explore alternative options such as re-housing or other sources of funding.
- 11.6 Whilst occupational therapists have the expertise to advise whether a major adaptation is both necessary and appropriate for the medical needs of the householder, it is not a guarantee that the adaptation will be done. Approvals for major adaptations will only be made on receipt of an occupational therapist's assessment and clear recommendation that the work is necessary to sustain independent living, addressing basic needs only (with critical needs assessments receiving the greatest priority).

## **12 APPROVAL OF WORKS**

- 12.1 If adaptations qualify and are considered the most appropriate solution, the council will:
- Instruct the production of any schemes, costs and drawings as necessary.
  - Ensure relevant permissions are obtained.
  - Approve the undertaking of such work with relevant contractors.
  - Agree and implement where applicable the need to reclassify the property in terms of adaptations undertaken and any reduction in bedrooms due to the adaptations.

- Work with relevant partners, such as our housing maintenance service provider, to facilitate the adaptations to properties
- Add the recommendation to the waiting list
- Inform the tenant of the outcome and estimate a timeframe within 6 months of receiving the recommendation

### **13** **TIMESCALES**

- 13.1 All requests for an adaptation will be acknowledged within ten working days in writing, email or by text.
- 13.2 Minor adaptations (typically under £500) are easily installed and do not affect the future use of the property e.g lever taps, grab rails, half step and mop stick handrails. They will be raised as a planned repair job, to be completed within 28 days of a request.
- 13.3 The council will look to facilitate a tenants' discharge from hospital by fast tracking approved recommendations in order to minimise any delay to ensure they are able to return home as quickly as possible and prevent bed blocking where adequate notice, communication and information has been received.
- 13.4 With the after effects of the Pandemic from 2020 the Council is working to clear the backlog of cases and works. The following timescales are envisaged to be invoked within 2024/5. Under normal circumstances and the financial resources being available the council will aim to complete all approved major adaptation recommendations within 9 months of receipt of the recommendation. Cases will be dealt with in chronological order. More urgent cases highlighted as a critical need by an occupational therapist will be prioritised.

### **14** **EXCLUSIONS**

- 14.1 The following are examples of equipment and adaptations that will not be funded:
- Adaptations for the use of or storage of mobility scooters.
  - Vehicular access, hard standings and driveways.
  - Certain pieces of non-specialist fixtures or equipment and appliances will not be classed as equipment and adaptations. In general, this applies where the fixture, equipment, or appliance has the same use for another occupant who is not disabled. For example, ovens and hobs and other appliances forming part of an adapted kitchen.
  - Safe play areas inside or outside.
  - Extensions and loft conversions would only be considered if a suitably sized property did not exist in the councils housing stock
  - If the proposed adaptation results in the disabled person still being unable to access a significant proportion of the home



- The request is to address specialist medical needs of an individual other than basic needs (Example of specialist needs: self washing facilities, hospital beds or hoists)

## **15 TENANTS - CONTRIBUTION TOWARDS MAJOR ADAPTATIONS**

- 15.1 Where a tenant has a contribution to make towards works over the maximum limit or in relation to preferred choice, this will be discussed with them. Any costs not funded by the Council must be paid for prior to works commencing.
- 15.2 In the majority of cases tenants will make no contribution to the cost of an adaptation. However, a service charge may be levied against ongoing servicing and maintenance costs to ensure the adaptation or equipment is well maintained, safe and provides the service requirements needed.
- 15.3 Service charge increases will be subject to annual review.

## **16 UNDERTAKING MAJOR ADAPTATION WORK**

- 16.1 Where the Council is funding adaptation works, partially or in full, the council will contract these works through our internal work force and/or their relevant specialist contractors.

## **17 ADAPTATIONS TO COMMON PARTS/COMMUNAL ACCESS**

- 17.1 Common parts relate to those areas outside of an individual dwelling but within the structure of the building, for example, entrance hallways or communal staircases to blocks of flats. Communal access relates to shared access to a group of properties, for example, shared paths and steps. Stair lifts on communal stairwells will not be installed.
- 17.2 Equipment and adaptations to common parts and communal areas including handrails or ramps to a shared path will be reviewed on a case-by-case basis via an option appraisal. The council will consider the health, safety and needs of all affected occupants as well as the local area needs, and the most appropriate funding agreed where necessary.

## **18 INSTALLING OWN AIDS AND ADAPTATIONS – PERMISSIONS**

- 18.1 In some circumstances tenants may wish to install their own aids and adaptations such as showers over baths or stair lifts. The Council will need to give the tenant permission in writing, through the alterations application process, for adaptations they wish to make to the property before the work is undertaken. Introductory tenants may also be able to undertake these works if supporting evidence is provided from their OT or GP.
- 18.2 When tenants wish to install their own aids and adaptations and before work begins the internal work force will advise on the application and where they are of a technical nature, these will not normally be maintained by the RBC, therefore the tenant will be responsible for any servicing or repairs costs that are required because of the adaptation. Any Planning or Building Regulation fees and costs will be met by the tenant if applicable.

- 18.3 In the case of tenant installed equipment and adaptations, at the end of the tenancy the tenant will be required to remove them and make good any damage to the property. Alternatively, if RBC agrees to take responsibility for the alterations the tenant will need to agree to sign over ownership free of charge. Agreement to accept any equipment or adaptation will be dependent on its age, condition and demand.

**PART 2 – ALLOCATION OF AND BEST USE OF EXISTING STOCK  
CURRENTLY PART OR FULLY ADAPTED TO MEET HOUSING DEMAND**

**19 ALLOCATION MANAGING AND RE-LETTING OF PROPERTIES – THIS POLICY:**

- 19.1 Identifies the appropriate matching of customers' needs on the housing register to adapted and void properties via the allocation's process.
- 19.2 Requires acceptance of the adapted property 'as is' unless a new tenant's disability at a later stage requires it to be altered. This could mean a part adapted property could be offered that doesn't meet exact needs but could do with additional adaptations. A recommendation for additional adaptations will not have any priority and will go onto the waiting list
- 19.3 Ensures the adapted property list will be kept up to date.
- 19.4 Considers if current adapted properties make best use of available stock
- 19.5 Provides financial help to existing tenants where a move to more suitable accommodation is the most appropriate option.
- 19.6 Allows the direct Matching of adapted properties to meet current tenants needs when a decision has been reached not to adapt the tenants current home.

**20 RE-LETS, MATCHING NEED AND RE-HOUSING ADAPTED PROPERTIES LIST**

- 20.1 A list of adapted properties confirming the type of purpose built or part adapted council accommodation detailing the type of adaptations by area, will be kept up to date by the council. Adverts will clearly describe adaptations to interested bidders
- 20.2 The internal work force will provide details of adaptations undertaken once complete
- 20.3 Allocation of properties will be based on the criteria set out in the Council's current Allocations Policy
- 20.4 It is expected that there will be appropriate matching of applicants needs on the housing register to an adapted void property to ensure best use of the Council's facilities and resources. This could mean a part adapted property could be offered that doesn't meet exact needs but could do with additional adaptations. An example of this includes where a wet room has been installed in a 1st floor bathroom which would meet bathing needs however due to mobility problems accessing it would be difficult. With the provision of a stair lift the property would meet all essential needs.

## 20.5 Accessible Housing List:

- 20.5.1 There will be a list of applicants that will be available to all in housing requiring an adapted property detailing what is required, this will be shared with the Allocations Team.
- 20.5.2 The Allocations Team will share details of any approved Direct Match tenant for whom the decision has been made not to adapt their current property

## **21 DIRECT MATCHING /DISCRETIONARY LETS**

- 21.1 If a property becomes vacant and has extensive or specific adaptations, the decision may be made not to advertise the property and offer a direct/discretionary let.
- 21.2 The council will hold a list of all the applicants who require extensive or specific adaptations. When a property is identified as not being suitable for a normal let an attempt will be made to match it to the applicant most in need, based on priority banding and waiting time (reasonable preference).

## **22 LETTING ADAPTED PROPERTIES**

- 22.1 If a person requiring adaptations applies to join the housing register, they may, after being assessed by an OT, be granted priority banding for any suitable adapted properties in line with the Council's current allocation scheme
- 22.2 If a tenant no longer requires the adaptations and would prefer to move from an adapted property to an un-adapted home, the council will consider awarding priority if it has someone else who needs that type of adapted home under exceptional circumstances
- 22.3 Future tenants must accept the adapted property 'as is', unless after taking up the tenancy a new recommendation identifies additional adaptations are required.
- 22.4 Where the adaptation is preventing the property from being relet, after 2 advertising cycles and Direct Match offers being made, the council may consider offering it to applicants without a need for the adaptations. Applications to remove the adaptation will not be approved. In most cases the adaptation will not be removed but in some cases, it may be appropriate to remove part or whole the adaptation.
- 22.5 Each case will be considered on a case-by-case basis with input and advice from relevant officers.

## **23 RE-HOUSING CURRENT TENANTS**

- 23.1 For all requests for major adaptations, the council will discuss with the tenant the option of a transfer to alternative accommodation that better meets the needs of the disabled person. This will be done on receipt of an OT recommendation. This could include arranging a suitable alternative home

within the council's stock or through Nomination to a partnered registered provider, for which a discretionary direct match or priority medical banding may be given. Examples of why this may be considered:

- A vacant property which is already suitably adapted to meet the essential needs of the tenant can be identified.
- A vacant property which is more suitable to be adapted to meet the essential needs of the tenant can be identified.
- An extension can be avoided by a move to a larger property.
- The current property is not suitable for a particular adaptation.
- Adaptations to a property may reduce its potential to be let in the future.
- There is under occupation by at least one bedroom or more

23.2 Where it is considered that a move to more suitable accommodation would be possible and/or is the best solution, a priority banding may be given to the tenant to enable them to move more quickly.

23.3 If suitable accommodation is available, the tenant would be expected to accept the an alternative suitable property.

23.4 Once an offer has been accepted on an alternative property, the customer will be expected to take up the tenancy and move into this property as soon as is practical.

23.5 If a tenant refuses a reasonable offer of alternative accommodation, the council will inform the tenant that they may be excluded from any further considerations. Under such circumstances, the council may also discuss with the tenant the options of self-funding or alternative funding.

23.6 In cases where re-housing is being looked at as the approved/preferred option, then this must be possible within a reasonable timescale (based on an assessment of risk and availability of accommodation). If it is not possible to find suitable alternative accommodation within a reasonable time, adaptations to the existing property or another property will be considered. A reasonable timescale is deemed to be no longer than 12 months from the date the decision not to adapt has been made.

23.7 If any additional equipment and adaptations are required to the new property these will not be undertaken until confirmation of the tenant's intention to move has been received. Until they have moved in or any reviews under Part 7 of the Housing Act 1996 have been completed up to and including Judicial Review.

**24 FINANCIAL ASSISTANCE TOWARDS MOVING**

24.1 Where an offer is accepted to transfer/re-house under the Equipment and Adaptations Policy, the council may help with the cost of moving to the other home. Tenants who take up the option to be re-housed may receive financial assistance to cover relocation expenses. Assistance will vary according to circumstances but may include:

- Removal costs
- Disconnection and reconnection of cooker, and essential appliances
- Refitting of carpets
- Redecoration allowance or where appropriate redecorating of rooms in a new home
- Associated disposal costs of redundant items

**25 ADAPTING VACANT PROPERTIES**

25.1 There may be occasion where a property would be suitable if additional adaptations were installed. However, under the council's current allocation scheme unless a property meets the needs of the household, they would not be nominated to it. This does limit the choices disabled applicants and current tenants have to move. If adaptations were undertaken in a vacant property, they may not be suitable for all. Many adaptations are recommended according to the individuals needs and are not a generic assumption. As part of the matching process throughout the void period the Council will make assessments of the suitability of the property and or timescales of making the property suitable in order to make an offer.

25.2 If the council is considering offering applicants or a current tenant a vacant un-adapted or partially adapted property which may require further adaptations to address needs, council officers, the OT and Housing Surveyor will firstly assess the suitability of the property to meet essential needs.

25.3 Once the OT and Housing Surveyor have made their assessment of a vacant property, the council reserves the right to offer the property to the best suited applicant.

25.4 If major adaptations are required and the property is deemed suitable, some or all of the adaptation work will be carried out as a priority where possible and practical, to minimise void times. The customer will be expected to take up the tenancy as soon as is practical. If the tenant is able to live in the property whilst awaiting some or all of the adaptation work, they will be expected to do so. If minor adaptations are required, the customer will be expected to take up the tenancy prior to the adaptations being carried out.

- 25.5 Prior to undertaking major works, applicants who are existing council tenants will be provided with a tenancy allocation letter which explains that they will be expected to take the tenancy offer once the adaptations are completed and they are able to move into the property. The potential tenant will be advised to accept the tenancy offer, as it guarantees you a home, as if it is decided that the offer is suitable, you will not receive any further offers of accommodation on the Allocations policy as a Band 1 applicant.

## **26 FUTURE OCCUPATION AND SUCCESSIVE APPLICATIONS**

- 26.1 Once major or extensive adaptations have been completed at a property it is expected that the tenant requiring the adaptation will continue to live at the address, unless circumstances do not allow this (for example, no longer able to use the property due to a worsening medical condition and further adaptations are not possible).
- 26.2 If a tenant applies to be re-housed, it will be subject to the Housing Allocations Policy unless their circumstances have changed, they would normally be considered to be adequately housed and would have no priority on the housing register.
- 26.3 Tenants living in an adapted property requesting consideration to undertake a mutual exchange will be subject to the Mutual Exchange Policy. To a property without adaptations when it is clear they have been provided for them in their current property will be refused consent if they chose to move to an un-adapted/unsuitable property.
- 26.4 Where significant work has taken place at a property and the person(s) requiring the adaptation(s) dies or is unable to remain at the property and permanently resides elsewhere, the remaining family members may be asked to move to alternative accommodation to allow the adapted property to be let to a disabled tenant or applicant. Similarly, where the disabled person remains after death of a partner in a joint tenancy, the disabled person may be required to move to alternative adapted accommodation if for example, the property is grossly under-occupied.

## **27 MAINTENANCE AND SERVICING**

- 27.1 On relet of any adapted property there will be routine inspection and maintenance undertaken of the aids and adaptations in place.
- 27.2 Certain equipment and adaptations will be subject to agreed servicing and maintenance programmes. This generally applies to large pieces of equipment including stair lifts, through floor lifts, step lifts, showers and fixed tracked hoists.
- 27.3 Tenants will be expected to allow reasonable access to enable servicing and maintenance of equipment and adaptations. Should this not be permitted, tenants may be liable for the cost of any deterioration or fault which is attributed to the inability to perform necessary servicing and maintenance.

- 27.4 Tenants may also be liable for charges in the case of inappropriate call outs, aborted pre-arranged visits and damage caused by themselves.
- 27.5 After 12 months maintenance/repair of new major adaptations to the structure of a property will be undertaken as responsive repairs in accordance with the Repairs Policy.

## **28 REMOVAL OF AIDS AND ADAPTATIONS**

- 28.1 Equipment or adaptation to a property that has been funded by the council is owned by the council and must not be removed by the tenant during or at the end of their tenancy. If a tenant removes an adaptation without approval, then they will be recharged the full cost of replacing it.
- 28.2 In circumstances where equipment or adaptation is no longer required, the council will consider removing it if it may be used in another home. Otherwise, it will be left in place. If equipment or adaptation is no longer working and beyond reasonable repair, then approval will be given for it to be removed following a reassessment of need. The council will not normally remove structural adaptations to a property,
- 28.3 RBC reserve the right to remove adaptations if this is viewed as the best use of its resources to meet local housing need.

## **29 COMPLAINTS**

- 29.1 Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section should be read in accordance with the Housing Services Complaints and Enquiries Standard.

- 29.2 Complaints can be made in writing to:  
**Housing Services Review and Improvement**  
**Redditch Borough Council**  
**Town Hall**  
**Walter Stranz Square**  
**Redditch**  
**B98 8AH**

Or emailing: [housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

## **30. PERFORMANCE & REPORTING**

- 30.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.



**31. EQUALITY**

- 31.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

This page is intentionally left blank

**Appendix 9****VOID MANAGEMENT POLICY**

Document Version Control

<b>Created By</b>	Jo Mallaband			
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>				
<b>Review Date</b>	Annually - 2024			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
V1	SP		Feb 23	Final draft subject to Committee approval

## **1 VISION & STRATEGIC PURPOSES**

To enrich the lives and aspirations of our residents, businesses, and visitors through the provision of efficiently run and high-quality services, ensuring that all in need receive appropriate help, support, and opportunities

This policy supports the following Strategic Purposes:

- Communities which are safe, well maintained and green
- Finding somewhere to live
- Living independent, active & health lives'

## **2 INTRODUCTION**

2.1 The Council will ensure that it provides a repairs and maintenance service in accordance with relevant policy, legislation, regulatory compliance, and Council housing service standards.

2.2 The principles underpinning the void management policy are

- The policy should provide a clear statement of the level of service and standards to which the Council will work
- Ensure consistency across the service
- Training for staff should be provided to ensure staff are equipped to carry out the roles expected of them
- Communication with tenants and service users should be 'plain language' and should make it clear in all cases who the identified officer to contact in case of queries

## **3 PURPOSE OF THE POLICY**

3.1 The purpose of this policy document is to set out how Redditch Borough Council (RBC) will deliver its responsibilities for ensuring that Void management is an effective, timely and efficient service. This will ensure that the housing stock is safe, kept in a good state of repair and is brought up to or meets agreed standards.

3.2 Void management is a term used to describe how the Council deals with vacant dwellings. The main objective of the policy will be to reduce the loss of available accommodation and minimise the associated rent loss.

3.3 The policy objectives will cover various aspects of void management

- Tenancy Terminations
- Lettings- pre-allocating properties before they become empty and, wherever possible, taking the steps to minimise the number of refusals

- Relet standards are clear and meet an acceptable standard, which make the property lettable in terms of repair, cleanliness, and state of decoration
- A procedure for recording and pursuing repairs and disposal costs that are for the former tenants' responsibility
- Clarity around tenant responsibilities for the duration of the tenancy.

#### **4. LEGISLATION AND GUIDANCE**

4.1 The Council will ensure that properties are repaired and maintained through the Voids process in accordance with best practice and relevant policy and legislation, including the following:

- The Gas Safety (installation and use) Regulations 1998 & 2004
- The Control of Asbestos Regulations 2012
- The Energy Performance of Buildings Regulations 2017
- The HOME standard as detailed on the Landlords Regulatory Code by Homes Communities Agency 2012
- A DECENT Home: Definition and Guidance by the DCLG 2006 as amended
- Electrical Installations BS 7671:2008 Wiring Regulations.

#### **5 LOCAL POLICIES**

5.1 This policy should be read in conjunction with the following:

- Tenancy Agreement
- Rechargeable Repairs Policy
- Condensation, Damp and Mould Policy
- Gas Safety (Annual Servicing) Policy
- Aids & Adaptions Policy

#### **6 OPERATIONAL STANDARDS**

6.1 All Council homes will be re-let and will

- Meet or exceeds the Government's Decent Homes Standard
- Comply with all relevant H&S policies and regulations
- Have adequate facilities
- Have modern, suitable kitchen and bathroom facilities
- Have a reasonable level of thermal insulation
- Have satisfied an empty property inspection to ensure it is free from repair and the incoming tenant is aware of their repairing rights and obligations.
- Be clean, safe, and fit for purpose, both internally and externally.

6.2 Where Non-essential repairs are identified these may be undertaken after the property is let.

**Tenancy Terminations**

- 6.3 Residents are required to give 4 weeks written notice as stated clearly under the terms and conditions of the Tenancy Agreement. If keys are kept longer than the 4 weeks' notice further rent will be charged.
- 6.4 If the resident fails to give proper notice but surrenders the keys, we can assume that by vacating their home the tenant has brought the tenancy to an end and can take possession of the property. Where there is no prior notification of a void, the Neighbourhood and Tenancy (N&T) will carry out an inspection within 24 hours.

**Transfers**

- 6.5 Tenants who have active transfer applications, with Housing Services, will have an inspection carried out on their property. This visit will be to identify any alterations or damage to the internal and external fixtures and fittings and an assessment of the decorations to ensure compliance with the lettable standard. Any defects or liabilities shall be advised to the tenant and a timescale agreed for repair or replacement. If any inspection fails, due to the repairs the tenant is responsible for, will result in the new tenancy offer being withdrawn. Only in exceptional circumstances, with prior agreement by a Tier 4 manager or above, can a transfer allocation go ahead with a failed property inspection.
- 6.6 Where Recharges are identified they will fall in line with the Rechargeable Repairs Policy, notwithstanding the cancellation of the transfer.

**Pre-termination Inspections**

- 6.7 Where possible the pre-termination inspection with the outgoing resident will be arranged to identify any issues, in line with the ending of tenancies procedure. The tenant will be advised of their obligations as outlined in the Tenancy Agreement and will identify aspects of disrepair, which are the responsibility of the tenant.

**Rechargeable Repairs**

- 6.8 The tenant will be advised to leave the property in a good condition, and free from rubbish or furniture or otherwise they will be liable for any costs incurred in line with the Rechargeable Repairs Policy.

**Adaptations**

- 6.9 Any adaptation or special features of the property will be identified to assist the Allocations process and in making the best use of stock.

**Lettings**

- 6.10 The Housing Services team will ensure prompt lettings in accordance with the Allocations Policy.

**Decoration allowance**

- 6.11 Internal redecoration will not normally be undertaken but a decoration allowance or materials may be given. At the Council's discretion an increase/reduction of the amount allocated on a case-by-case basis may be undertaken. The exact nature of the materials obtained will be at the discretion of the tenant provided that constitute decorating materials such as paint, wallpaper, etc.
- 6.12 All new tenants will be required to demonstrate that works of at least the value of the allowance have been carried out within 6 weeks of occupation. We reserve the right to withhold an allowance or part thereof to any existing tenant transferring to another property where the previous property itself requires an allowance.

**Tenancy Agreement sign ups**

- 6.13 Following acceptance of the offer and during the sign-up process tenants will be given more detailed information about the tenancy terms and conditions, the property, contents insurance, utility provider details as well as tenant groups, etc.
- 6.14 Upon completion of the voids process the following documentation will be provided to the tenant/s
- CP12 for gas servicing
  - How to report a repair and book gas Turn on and Test of their gas system
  - Energy Performance Certificate
  - Contents Insurance details
  - Utility providers contact details

**7. COMPLAINTS**

- 7.1 Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section should be read in accordance with the Housing Services Complaints and Enquiries Standard.

7.2 Complaints can be made in writing to:

**Housing Services Review and Improvement  
Redditch Borough Council  
Town Hall  
Walter Stranz Square  
Redditch  
B98 8AH**

Or emailing: [housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

## **8. PERFORMANCE & REPORTING**

8.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

## **9 EQUALITY**

9.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.



**Appendix 10**

# TEMPORARY ACCOMMODATION PLACEMENT POLICY

## Document Version Control

<b>Created By</b>	Helen Keightley			
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>	Helen Keightley			
<b>Review Date</b>	Annually 2024			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
V1	HK	Draft following 4 <sup>th</sup> Tier & legal	02.02.23	DRAFT

**1. INTRODUCTION**

- 1.1 Redditch Borough Council (The Council) has a statutory duty to provide temporary accommodation (TA) to homeless households who qualify within the criteria set out in Part VI of the Housing Act 1996, Part VII and Section 188 The Relief of Homelessness Duty and Section 193, The Main Homeless Duty.
- 1.2 The Policy also has due regard to current legislation, notably the Homelessness (Suitability of Accommodation) England Order 2012, the Equality Act 2010, Section 11 of the Children Act 2004, and consider recent case law such as Nzolameso v Westminster UKSC (2015), Alibkhet v Brent (2018) and the London Borough of Waltham Forest & Salem (2019). Alongside any guidance such as the Homelessness Code of Guidance for Local Authorities (MHCLG
- 1.3 Subject to supply, The Council will strive to provide TA within the Redditch district wherever possible, so that households are able to retain their existing local connections. However, in certain circumstances or for specific reasons, such as approaches with sudden or no warning and / or where there has been domestic abuse or other serious risk of harm if the household were to be accommodated in the Borough, it may not be possible. In these circumstances The Council retains the discretion for households to be placed outside of the borough.

**2. AIMS AND OBJECTIVES**

- 2.1 In the provision and management of TA, The Council aims to:
- 2.2 Ensure that its portfolio of local TA is cost effective, affordable and reflects local and individual needs, procuring sufficient TA to meet assessed and projected demand.
- 2.3 Have a published policy for allocating, placing, and managing TA both within and outside of the Borough, where necessary that has due regard for relevant legislation the safeguarding, welfare and best interests of any household placed in any TA.
- 2.4 Explain and evidence all the factors that have been considered in reaching its decisions, including any impact on the household wellbeing.
- 2.5 Work with other Local Authorities, under Section 208 of the Housing Act 1996 when appropriate.

### **3. RESPONSIBILITY**

#### **3.1 Suitability of Accommodation**

- 3.1.1 When placing a household in TA, officers will consider the needs and requirements of each household member, including health, mobility and / or care and support provided by other organisations and agencies.
- 3.1.2 The Council will ensure that all TA it provides will be clean, safe and of suitable quality.

#### **3.2 Affordability**

- 3.2.1 The households' financial circumstances will be assessed to consider whether the applicant/s can afford to pay without being deprived of essentials requiring reasonable expenditure, including additional travel costs resulting from the location of the accommodation.
- 3.2.2 This policy should be read in conjunction with the TA Charging Policy.

#### **3.3 Location**

- 3.3.1 The Council will always endeavour to accommodate households within the Boroughs geographical boundaries wherever possible, using its own stock of units dispersed around the Borough or, if needed in an emergency, and until a suitable unit of its own stock becomes available, in local bed and breakfast accommodation.
- 3.3.2 The Council will consider employment, education, caring responsibilities, medical and / or support services that are essential to the health and wellbeing of any household member when accommodating households.
- 3.3.3 Outside of the area means geographically located outside of the Redditch Borough, but with the Borough still accessible by public transport if reasonable private modes of transport are unavailable to the Household. This will only be offered when there is no suitable TA accommodation available within the Borough, or if it is more appropriate to place outside of the Boroughs boundaries to facilitate better access to links such as employment, family connection, medical and / or support services, or schooling for example.
- 3.3.4 An assessment will always be undertaken when the household is being matched to any available TA.

#### **3.4 Children**

- 3.4.1 Any allocation of TA will have regard to Section 11 of the Children Act 2004, including safeguarding and promoting welfare.

### 3.5 **Pets**

- 3.5.1 Pets are not usually accommodated by emergency TA providers. Where households are placed with one of the Councils TA providers, and they accept pets, then the lead Occupier/s will be subject to any policies of the accommodation provider relating to acceptance of pets and assistance animals, and to Section 3.13 of this policy.
- 3.5.2 Where pets are not permitted, then unless there are exceptional circumstances, to be decided by a tier five manager or higher, it will be the responsibility of the household to find and fund alternative accommodation for their pets, for the duration of their stay.
- 3.5.3 The Council does not usually accommodate pets in its own stock of medium-term TA. Where households are placed in one of the Councils medium term TA units, it will be the responsibility of the household to find and fund alternative accommodation for their pets, for the duration of their stay.

### 3.6 **Risk**

- 3.6.1 The Council will always consider the risk posed by all individuals in a household being placed in TA. Where there is a high risk, for example of the household to others, the placement is subject to the provider of the TA acceptance of risk. Providers can and may refuse to accept anyone who is a high risk to others, and it therefore may not be possible place in TA within, or close to the borough.

### 3.7 **Prioritisation**

- 3.7.1 While the Council endeavours to appropriately place all households requiring TA within the Borough within the resources available, it may not be possible, particularly in an emergency. In this event, relevant facts regarding the households' circumstances will be gathered by relevant Officers during their enquiries at the time of approach, and an assessment against this Policy will be made to facilitate prioritisation of households requiring in Borough TA.
- 3.7.2 During the assessment, if the household meets one or more of the criteria set out in Section 3.8, they will receive priority for an in-borough placement of suitable TA. However, meeting the criteria does not guarantee any household, whether in priority need or not, an in-borough placement, it is subject to suitability and availability. However, if they are placed out of borough, it will be as close as practicably possible, given availability on the day and a suitable in borough placement will be offered as soon as a suitable placement becomes available.

### 3.8 Area Placement policy

3.8.1 Priority for an in-borough placement of TA requires the household meets one or more of the following criteria:

- 1) Households with one or more children in their final year of secondary school with exams to be taken within six months.
- 2) Households with one or more children with a statement of special educational needs, who is receiving educational support within the borough and where a change of circumstances would cause severe detriment.
- 3) Households with significant medical or learning disability and where a child attends a local special educational needs school.
- 4) Households where one or more persons is in permanent and settled employment in the borough.
- 5) Households who have a longstanding arrangement to provide care and support to another family member in the borough and that person would be likely to suffer severe detriment or require alternative statutory health and social care support if that care ceased and there are no other suitable alternatives or relatives willing or able to provide that care.

3.8.2 The list 1-5 is not exhaustive, and the Council will consider other exceptional circumstances upon presentation of required evidence to support an in-borough placement, including the likely time to be spent in the accommodation.

3.8.3 If TA cannot be found as close as possible to their school or workplace, the Council will endeavour to place where public transport can be accessed, if needed, until such time as a suitable in-borough placement can be found.

3.8.4 Households will be given sufficient information about the out of borough area, and time to enable them to decide on an out of borough offer, when no in borough accommodation is available.

3.8.5 Where more than one household requires TA and meets the above criteria for in borough prioritisation, but there are insufficient placements, to further prioritise, further consideration will be given both individually and cumulatively to:

- Personal Housing Plan (PHP) & subsequent reviews
- Level of welfare and safeguarding needs of any children in the household
- Level of educational need
- Identified risks posed by living in any area.
- Permanence / flexibility of employment
- Access to transport
- Level of need to be close to key services, support networks, cultural and religious amenities, family requiring care.
- Affordability
- Impact of relocation

### 3.9 Relief of homelessness

- 3.9.1 Homeless applicants housed under S. 188 The Housing Act 1996 (Relief of Homelessness Duty) (The Act), may initially be placed in emergency TA, such as a Bed and Breakfast, and then short-term self-contained accommodation, while enquiries are made into the Council owing main homelessness duty under Section 193 of The Act.
- 3.9.2 Only one offer of suitable TA, under S. 188 or S. 193 of The Act will be made, and the applicant will be asked to accept it. There is no obligation on the council to enable applicants to view the accommodation before accepting any TA, providing it provides the applicant with all the information they need to decide.
- 3.9.3 If the offer of TA is rejected, then in all cases, the reasons for refusal will be required. The Council will consider the reasons and undertake further enquiries as necessary. If the refusal is deemed reasonable then the offer will be withdrawn, and only one further offer made.
- 3.9.4 If the applicant refuses all offers of TA, then the homelessness duties under The Act will be discharged and there will be no further offers of TA, or, if the household are already residing TA, they will be formally asked to leave within seven days of receiving their formal decision letter, and no further assistance will be provided.

### 3.10 Moving & Storage of goods.

- 3.10.1 This section should be read in conjunction with the TA Charging Policy.
- 3.10.2 Under Section 211 of the Housing Act 1996, The Council has a duty to protect an applicant's moveable property, for example, furniture, personal belongings, and other household goods, if all the three criteria apply:
1. There is a reason to believe that the applicant is homeless, and the applicant is someone who has been provided with interim/temporary accommodation pending inquiries, or will imminently need to be provided with interim accommodation; and
  2. There is a reason to believe that there is a likelihood of loss or damage to that moveable property because of the applicant's inability to deal with it, and
  3. No other suitable arrangements have been or are being made.
- 3.10.3 Where the Council does not have any duty to accommodate an applicant and/ or protect personal property, in exceptional cases, for example, because the applicant is extremely vulnerable and / or unable to physically and / or financially protect or deal with their property themselves in the circumstances, it can use its discretion to take any reasonable steps to protect the applicant's property. Any discretionary decision will be taken by a Tier Five Manager or higher, on consideration and assessment of the full facts of each case.

- 3.10.4 In any case, before any decision is made around storage duties, a full assessment of whether the applicant has any other means of protecting their belongings themselves, and a full income and expenditure assessment will be completed, to establish if the applicant has means to pay the full charge, or will require a contribution towards the costs, from the Council.
- 3.10.5 The contractual arrangement for moving and storage of goods, is directly between the applicant and the supplier / provider. The Council will never commit to contributing towards storage costs without confirmation of a contract existing between the applicant and supplier. The Council will always pay any contribution direct to the applicant, who is responsible for paying the total charges to the provider.
- 3.10.6 The duty or discretionary decision to protect an applicant's property ceases when the Council is satisfied there is no longer any likelihood of loss, or damage to it, normally upon securing accommodation where the applicant can receive their possessions.
- 3.10.7 Notwithstanding section 3.5.5, the duty to protect/store property can be ended at any time before an applicant has been re-housed, if the Council is satisfied that there is no longer a danger of loss or damage to an applicant's property, for example apply where the applicant had:
- Recovered from illness and was no longer considered to be so vulnerable that they were unable to protect their property through their own means.
  - Had moved from emergency accommodation, such as a bed and breakfast or hostel, and been placed into larger self-contained TA.
  - Found somewhere else to put the property.
  - Financial circumstances change, which enables payment of full storage costs and protection of their property by their own means.
- 3.10.8 Where any decision is made to end storage arrangements, the applicant will always be formally notified, that the duty, or discretionary decision to protect their property, is coming to an end.
- 3.10.9 The cost of transporting goods from storage to an address of the applicant's choice remains the applicant's responsibility, however financial assistance may be offered at the discretion of a relevant Tier Five Manager.

### 3.11 **Tenure**

- 3.11.1 All households placed in either emergency or short-term TA will be required to sign a relevant legal license agreement before they are able to occupy the accommodation. The agreement sets out the particulars and terms of occupancy for the Household, including charges for occupation, how to pay them, conduct and behaviour, and what enforcement action will be taken should the terms of the license agreement be broken.

### 3.12 **Support and sustainment**

3.12.1 The Council will ensure that a range of practical and emotional support is provided, including tenancy ready services, whilst the household occupies any TA. The support will be relevant and appropriate for individual households needs and circumstances, but as a minimum will consist at least of advice and support with income maximisation and liability prioritisation and payments and will usually result in a support plan upon discharge into secure accommodation of any tenure.

### 3.13 **Arrears and debts**

3.13.1 Arrears and debts to the Council in respect of TA costs, will be managed in accordance with the TA Charging Policy, which should be read in conjunction with this policy.

### 3.14 **Damages, Crime and Anti-Social Behaviour (ASB)**

3.14.1 Occupants are responsible for both their and their households' action and behaviour, and that of any visitors and pets, where they are permitted on the premises.

3.14.2 Placement in emergency bed and breakfast TA, is subject to the individual providers policies on incidents of crime and ASB happening on their premises, or damages caused to it by the household whilst in occupation.

3.14.3 Providers of emergency TA can ask The Council to end placements for households who are in breach of their policies on criminal activity, anti-social behaviour and conduct at any time. They may also recharge The Council for any damage caused to their property by the household.

3.14.4 If a provider asks The Council to end a placement in any or all these circumstances, then it will do so unequivocally. Similarly, if consideration is being given to ending the placement of a household in a unit of short-term accommodation owned by The Council on these same grounds, then before deciding on the next steps under The Housing Act 1996, it will, on a case-by-case basis, liaise with any TA provider, police, and any other relevant agencies and partners as necessary, before making a decision. Ultimately, any decision to end any license agreement will be made by a tier five service manager or higher.

3.14.5 Once it is decided to end license agreement, the appropriate legal notice will be served, and relevant procedure/s followed for recovering possession. Any costs incurred in regaining possession or remedying any damages caused on any premises will always be recharged to the lead occupant/s and debts managed in accordance with the TA Charging Policy and Housing Revenue Management Policy if this becomes applicable.



#### **4 REVIEW OF DECISIONS AND COMPLAINTS**

- 4.1 A separate process exists for any decisions made under Part VI and VII of the Housing Act 1996 and where the licensee is requesting a statutory review of a decision, for example, but not limited to, affordability or suitability of accommodation. For these processes, it is not possible to make a formal complaint.
- 4.2 There is no right of appeal against the suitability of accommodation offered to applicants under S 188, although applicants can apply for judicial review.
- 4.3 For applicants whom the Council has accepted a rehousing duty under S 193, there is a right to request a review of the suitability decision, pursuant to S 202 of The Act.
- 4.4 Where the Council has accepted a S 193 duty to the applicant and they subsequently refuse a suitable offer and submit a request for review, the Council will consider whether to exercise its power to provide TA pending the outcome of the review. Each case will be considered on an individual basis, on its merits.
- 4.5 Where a licensee is not satisfied with any other matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made.
- 4.6 This section should be read in accordance with the Housing Services Complaints and Enquiries Standard and both requests for reviews and complaints can be made by writing to:

**Housing Services Review and Improvement  
Redditch Borough Council  
Town Hall  
Walter Stranz Square  
Redditch  
B98 8AH**

Or emailing:

[housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

#### **5. PERFORMANCE & REPORTING**

- 5.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

**6. EQUALITY**

- 6.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

**7. LEGISLATION AND GUIDANCE**

- Homelessness (Suitability of Accommodation) England Order 2012
- Section 11 of the Children Act 2004
- The Housing Act 1996
- Equalities Act 2010

**8. RELATED POLICIES AND PROCEDURES**

- TA Charging Policy
- Housing Revenue Management Policy
- Housing Services Complaints and Enquiries Standard
- Void Lettable Standard

**Appendix 11**

# TEMPORARY ACCOMMODATION CHARGING POLICY

Document Version Control

<b>Created By</b>	Helen Keightley			
<b>Date Approved</b>				
<b>Date Published</b>				
<b>Maintained By</b>	Helen Keightley			
<b>Review Date</b>	Annually - 2024			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
V1	HK	Redraft further to legal review	28.02.23	DRAFT

## **1. INTRODUCTION**

- 1.1 This policy details how Redditch Borough Council (the Council) will charge rent for the provision of all temporary accommodation (TA) and assist in tackling homelessness while achieving a more balanced budget. This policy should be read in conjunction with the TA Placement Policy.

## **2. AIMS AND OBJECTIVES**

- 2.1 The aims of the policy are to ensure that the best, most cost effective, efficient, and socially responsible use is made of both emergency temporary and interim temporary accommodation.

- 2.2 The policy will also ensure that the rent charged for all forms of temporary accommodation:

- is an affordable option to all.
- does not act as a disincentive to work.
- meets the reasonable cost of operating temporary accommodation provision; and
- is recovered to its maximum potential.

- 2.3 The specific objectives are to:

- The best, most cost effective, efficient, and socially responsible use is made of all temporary accommodation.
- to use a cost effective and fair rent setting process
- to ensure temporary accommodation is an affordable, good quality option to all.
- to use recovery practices which consider a household's income whilst, ensuring that those with the means to pay do pay.

## **3. RESPONSIBILITY**

### **3.1 Affordability**

- 3.1.1 The Council recognises that the rent levels for temporary accommodation can be high, particularly for emergency temporary accommodation such as Bed & Breakfast. This can result in some temporary accommodation; particularly emergency accommodation being rendered unaffordable even for those in employment.
- 3.1.2 The Council will seek to ensure that all those placed in any kind of temporary accommodation are given relevant information about entitlement to welfare benefits/income maximisation services, and appropriate required support in claiming, to encourage optimum take up and maximisation of income and assisting in offsetting the effects of low income on the ability to pay.
- 3.1.3 In every case, while the Council will seek to maximise its income to balance its budgets, it will only seek to recover those costs that it can reasonably be

expected to collect from the occupants to ensure that temporary accommodation is an available affordable option for all.

### **3.2 Charging for temporary accommodation**

- 3.2.1 The Council has limited control over charging for emergency temporary accommodation, such as Bed and Breakfast, however it will always aim to ensure that procurement of such accommodation affords the best value for money and that licensees time spent in such accommodation is limited if the need cannot be negated altogether.
- 3.2.2 When setting the charge for temporary accommodation provided from its own housing stock it is fixed in line with current Local Housing Allowance (LHA) rates.
- 3.2.3 In addition to the occupancy charge, the Council may levy a charge to reasonably recover some or all the cyclical costs providing goods or services such as decoration, depreciation and replacement of floor coverings, furnishings and white goods, and voids works such as gas and / or electric checks. The relevant service managers will be responsible for ensuring that such charges reflect good practice and fairness for all.
- 3.2.4 Licensees will be provided with at least 28 days' written notice in the event of any increase in charges.
- 3.2.5 The Council also reserves the right to recharge a reasonable cost for making good any damage caused by wilful damage and / or neglect and / or any cost of legal action while placed in any type of temporary accommodation.

### **3.3 Paying for temporary accommodation.**

- 3.3.1 Under the terms and conditions of their agreement, licensees ultimately have the full obligation to pay all charges when they fall due and to notify the Council of any change in circumstances, particularly those that affect their ability to pay, and engage with any support that is offered to them to maximise their income and therefore ability to pay charges due.
- 3.3.2 Some licensees may be able to claim housing related benefits to cover benefit eligible charges. It is the licensees' responsibility to apply for and maintain any claims for such assistance to pay, however, while Council officers will provide advice and support where required. Where the licensee chooses not to apply for or maintain any claim or is not eligible, they will be liable to pay the full reasonable charges due.
- 3.3.3 If the amount of Housing Benefits the licensee receives is less than the reasonable charges, the licensee will be liable for paying the difference.
- 3.3.4 Discretionary Housing Payments (DHP) are payments that the Councils Benefit Department can make to people who require further financial assistance to meet their housing costs. Council Officers will provide tenants with information and advice about DHP, including supporting the application

process where necessary and where funding remains available for the budget year.

### **3.4 Recovery of charges (arrears and overpayments)**

- 3.4.1 Council officers will always maintain comprehensive and accurate records of all communications, actions, and interventions with licensees throughout their occupancy in relation to both the management of their license and recovery of any arrears, within the housing management system.
- 3.4.2 The Council will usually aim to take a supportive and preventative approach to collecting charges by supporting licensees to maximise their income and effectively budget to secure regular, timely payments.
- 3.4.3 The Council requires licensees to pay the occupation charges first i.e., before any other charges or debts. This means that when arrears arise, Council officers will take prompt action to ensure current charges are paid first to avoid further escalation, then ensuring that arrears are recovered, either by way of a single payment, or where this is not possible, by making affordable weekly payments within a reasonable time. Where a repayment plan is agreed this will be based on a detailed assessment of the licensees' finances and ability to pay.
- 3.4.4 Where any Housing related benefits are found to be overpaid, they will be recovered from the licensee where appropriate.
- 3.4.5 Where the licensee has opportunity to move on from any temporary accommodation into a Redditch Borough Council Tenancy, any outstanding housing related charges or debts to the Council will be assigned to the new tenancy agreement. A repayment arrangement will be made to repay all outstanding housing related debt in addition to the current rent.
- 3.4.6 Where the licensee is offered a tenancy with another landlord, and housing related debts are owing to the Council with no ability to assign them to a new tenancy, then a payment plan will be required to repay all outstanding housing debts to the Council as part of any offer of a tenancy is made.
- 3.4.7 Where the process detailed in 3.4.2 becomes frustrated, arrears recovery will be based on a clear and consistent staged escalation process, up to and including ending of the placement and / or reclaiming possession. However, the decision to end a placement or recover possession will only be taken as a last resort and by a tier five manager or higher.

### **3.5 Moving & Storage of goods.**

- 3.5.1 This section should be read in conjunction with the TA Management Policy.
- 3.5.2 Before making any decision around storage duties, the Council will fully assess:
- Whether the applicant has any other means of protecting their belongings themselves, and

- Income and expenditure assessment to establish if the applicant has means to pay the full charge, or will require a contribution towards the costs, from the Council.
- 3.5.3 Where the Council does not have any duty to accommodate an applicant and/ or protect personal property, in exceptional cases, for example, because the applicant is extremely vulnerable and / or unable to physically and / or financially protect or deal with their property themselves in the circumstances, it can use its discretion to take any reasonable steps to protect the applicant's property. Any discretionary decision will be taken by a Tier Five Manager or higher, on consideration and assessment of the full facts of each case.
- 3.5.4 However, notwithstanding the decision, the contractual arrangement for moving and storage of goods, is always directly between the applicant and the supplier / provider. The Council will never commit to contributing towards storage costs without confirmation of a contract existing between the applicant and supplier, and the Council will always pay any contribution direct to the applicant, who is responsible for paying the total charges to the provider and for any debts accrued.
- 3.5.5 The duty or discretionary decision to protect an applicant's property ceases when the Council is satisfied there is no longer any likelihood of loss, or damage to it, normally upon securing accommodation where the applicant can receive their possessions.
- 3.5.6 Where any decision is made to end storage arrangements, the applicant will always be formally notified, that the duty, or discretionary decision to protect their property, is coming to an end.
- 3.5.7 The cost of transporting goods from storage to an address of the applicant's choice remains the applicant's responsibility, however financial assistance may be offered at the discretion of a relevant Tier Five Manager.

### 3.6 **Support**

- 3.6.1 The Council offers several support services, to sustain occupancy in temporary accommodation and ensure readiness for and sustainability of any move on accommodation that might be offered. Licensees are generally expected to engage and co-operate fully with any officers or third-party organisations delivering support and sustainment services. Engagement levels may be considered when licensees have breached the terms and conditions of their licenses and enforcement action is being proposed.

## 4 **REVIEW OF DECISIONS AND COMPLAINTS**

- 4.1 A separate process exists for any decisions made under Part VI and VII of the Homelessness Act and where the licensee is requesting a statutory

review of a decision, for example but not limited to affordability or suitability of accommodation. For these processes, it is not possible to make a formal complaint.

- 4.2 Where a licensee is not satisfied with any other matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made.
- 4.3 Both 3.6.1 and 3.6.2 should be read in accordance with the Housing Services Complaints and Enquiries Standard and both requests for reviews and complaints can be made by writing to:

**Housing Services Review and Improvement  
Redditch Borough Council  
Town Hall  
Walter Stranz Square  
Redditch  
B98 8AH**

Or emailing:

[housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

## **5. PERFORMANCE & REPORTING**

- 5.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

## **6. EQUALITY**

- 6.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

## **7. LEGISLATION AND GUIDANCE**

- Homelessness (Suitability of Accommodation) England Order 2012
- Section 11 of the Children Act 2004
- The Housing Act 1996
- Equalities Act 2010



8. **RELATED POLICIES AND PROCEDURES**

- TA Placement Policy
- Housing Revenue Management Policy (Former Tenants)
- Housing Services Housing Complaints and Reviews Standard

This page is intentionally left blank



# Executive Committee

Tuesday, 13th June, 2023

---

## MINUTES

### Present:

Councillor Matthew Dormer (Chair), Councillor Gemma Monaco (Vice-Chair) and Councillors Joe Baker, Joanne Beecham, Brandon Clayton, Luke Court, Lucy Harrison and Bill Hartnett

### Also Present:

Councillors Joanna Kane, Kerrie Miles and Jane Spilsbury

### Officers:

Matthew Bough, Peter Carpenter, Kevin Dicks, Claire Felton, Sue Hanley and Michelle Howell

### Principal Democratic Services Officer:

Jess Bayley-Hill

#### 1. APOLOGIES

An apology for absence was received on behalf of Councillor Craig Warhurst.

#### 2. DECLARATIONS OF INTEREST

There were no declarations of interest.

#### 3. LEADER'S ANNOUNCEMENTS

The Leader advised that at a meeting of the Overview and Scrutiny Committee held on 8<sup>th</sup> June 2023 Members had pre-scrutinised the Corporate Peer Challenge report, due to be considered at Minute Item No. 5 at the Executive Committee meeting. At the end of their debate, the Overview and Scrutiny Committee had proposed a recommendation on the subject which had been published in a supplementary pack for the consideration of the Executive Committee. Members were urged to consider the Committee's proposals alongside the report.

Chair

# Executive Committee

Tuesday, 13th June, 2023

---

## 4. MINUTES

### RESOLVED that

**the minutes of the meeting of the Executive Committee held on Tuesday 21<sup>st</sup> March 2023 be approved as a true and correct record and signed by the Chair.**

## 5. CORPORATE PEER CHALLENGE - ACTION PLAN

The Chief Executive presented the Corporate Peer Challenge report and action plans for the Executive Committee's consideration.

The Committee was informed that the Corporate Peer Challenge had been requested at a Bromsgrove Council meeting held in December 2022, following the authority's receipt of a Section 24 Notice from the external auditors, Grant Thornton. The decision had subsequently been taken to invite the Local Government Association (LGA) to undertake a joint Corporate Peer Challenge for Redditch Borough Council and Bromsgrove District Council.

There were a number of key themes that were addressed in all Corporate Peer Challenges undertaken through the LGA but in addition, Councils could ask for the peers to focus on particular areas; for this Corporate Peer Challenge, a request had been made for peers to focus on governance and culture as well as Council finances, due to the points raised in the Section 24 Notices issued to both authorities. The Corporate Peer Challenge team had comprised representatives from a number of different Councils, including elected Member representatives, and their report had been published prior to the local elections in May 2023.

The Corporate Peer Challenge report had contained a number of recommendations and these had already been reviewed by the Corporate Management Team (CMT). In some cases, Officers had identified that action was already being taken to address the points that had been raised. The appendices to the report provided further detail on the action being taken and Members were asked to note the following key points:

- The Corporate Peer Challenge had emphasised that, given the financial challenges for local government, the Council needed to identify clear priorities and to ensure that these informed the content of the authority's Medium Term Financial Plan (MTFP).
- In respect of the governance issues that had been identified, Members were asked to note that there was already a lot of work being undertaken with respect to Member training, as

# Executive Committee

Tuesday, 13th June, 2023

---

part of the new Member induction process, as well as the ongoing review of the Council's constitution by the Constitutional Review Working Party (CRWP). In addition, CMT had identified that all Member briefings on particular topics might need to be organised on a case-by-case basis moving forward.

- A lot of work had already been undertaken in respect of the Workforce Strategy, which had previously been approved by Members, and a high-level action plan had been developed. Many of the projects within this plan were complex and required action from Heads of Service and managers and progress with this would be monitored. Some of the priorities underpinning this would be considered by CMT shortly and would thereafter be managed by a Strategy Working Group.
- In respect of the Council's approach to agile working, an Agile Working Policy had been developed following a pilot of agile working arrangements. The policy took into account best practice and staff briefings had been delivered to help communicate the terms of the policy. There was an Agile Working Project Board, which assessed implementation from a strategic perspective, although service managers would be responsible for ensuring that the policy was applied in the most appropriate way to meet the needs of their customers. Residents, tenants and the business would all be prioritised when determining how agile working should apply in practice in different contexts across the organisation and performance management would apply to ensure that services continued to be delivered effectively.
- The Finance Delivery Plan detailed the action that was being taken to address the issues with financial management that had been highlighted in the Section 24 Notice. This included the provision of an Accounting Policies report for consideration at every meeting of the Audit, Governance and Standards Committee, the frequency of which had increased from four to six meetings per year in the 2023/24 municipal year. The report would update the Committee on the progress that was being achieved and any issues with non-compliance.

The Corporate Peer Challenge process usually concluded with a follow up visit by some of the peers to review the progress that had been achieved. Generally, these follow up meetings occurred within six months of the original visit, however, due to the forthcoming departure of the current Chief Executive, it was suggested that Members might wish to review those timescales to involve the new Chief Executive in due course.

Following the presentation of the report, Members commented on a number of points in detail:

# Executive Committee

Tuesday, 13th June, 2023

---

- The information included in the report regarding community engagement and involving Members in this process. It was noted that the Council needed to try to consult with more than 800 people when undertaking community engagement and that the authority also needed to try to engage with a wider and more representative demographic.
- The possibility of holding residents' forums for engagement on particular issues.
- The potential to improve engagement with more Members in Council business.
- The lack of financial monitoring reports for the period leading up to the Council receiving a Section 24 Notice and the weaknesses with risk management that had been identified in the notice. Officers highlighted that reports received throughout the 2022/23 municipal year had already addressed this issue and would continue to be considered at Committee meetings and that Risk Management had been discussed quarterly at both Executive and Audit, Governance and Standards Committee throughout 2022/23.
- The need for effective systems to enable Members to report casework and to receive responses from Officers more swiftly than the existing ten-day response rate for the Housing Department.
- The potential for Redditch Executive Committee members to hold joint meetings with Bromsgrove Cabinet Members as suggested by the Corporate Peer Challenge team. The Leader explained that he would be supportive of this where the two authorities were considering reports on the same subjects and where it could be demonstrated that this would have a beneficial impact in terms of reducing demands on officer time. However, Members were asked to note that, following the local elections in May 2023, Bromsgrove District Council was exploring various different options which might impact on the potential to work together in this way moving forward.
- Concerns were raised regarding the timeframes in which reports were provided to Members, particularly scrutiny Members, and the need for this to be improved. It was noted that the Council was compliant with the requirement to publish agenda packs at least five clear working days before a meeting and the focus of Overview and Scrutiny in previous years on only pre-scrutinising the Executive reports had impacted on timeframes for scrutiny Members to receive reports, which would be available once published for the Executive Committee meetings. Adopting a different approach to pre-scrutinising issues more holistically, taking into account wider issues than just the Executive Committee's report, could help to address this problem alongside potentially reviewing

# Executive Committee

Tuesday, 13th June, 2023

---

- the timing of the Overview and Scrutiny Committee meetings in relation to Executive Committee meetings moving forward.
- The progress that had been made with the works on the Town Hall hub and the extent to which the financial figures identified for this work were “final” in a context in which rates of inflation had increased. Officers explained that the figures had been based on quotes provided in the summer of 2022/23. The exact figures remained to be determined, subject to the outcomes of the library consultation and the subsequent procurement process being undertaken in July – August 2023.
  - The action that had been taken to date with respect to increasing use and upgrading the Council’s Enterprise Resource Planning (ERP) system. Officers explained that staff had attended recent conferences and were in contact with external experts regarding this matter.
  - The members of the Corporate Peer Challenge team were thanked for their hard work and support. Members and Officers who had contributed evidence during the challenge were also thanked for their contributions.

During consideration of this item, Members referred specifically to the Overview and Scrutiny Committee’s pre-scrutiny of the Corporate Peer Challenge report at a meeting held on Thursday 8<sup>th</sup> June 2023. Members commented that there had been a detailed discussion of the report at that meeting and the recommendation that had been made had been based on the evidence that had been considered. There was general consensus that the recommendation proposed sensible action and it was agreed that the recommendation should therefore be endorsed.

## **RESOLVED that**

- 1) **the Local Government Association (LGA) Corporate Peer Challenge (CPC) Feedback report which took place in March 2023 be noted;**
- 2) **the Council’s response and supporting action plans be endorsed; and**
- 3) **That the following additions be inserted to the Council’s Corporate Peer Challenge Action Plan (response to Peer Challenge recommendations) included at Appendix B to the report:**

***Recommendation 1: “to produce a new engagement plan so that residents have the opportunity to shape new Council policies at the development stage. The plan should be co-produced with residents ensuring a broad***

# Executive Committee

Tuesday, 13th June, 2023

---

*selection of people with no political bias are involved in producing the plan.”*

**Recommendation 4: “that the Implementation Plan for Agile working (included at Appendix F) includes the assessment of the needs of residents in accordance with the Council’s Agile Working Policy. This should include undertaking an Equality Impact Assessment (EIA).”**

## 6. RECOMMENDATIONS FROM THE AUDIT, GOVERNANCE AND STANDARDS COMMITTEE - BROMSGROVE AUDIT TASK GROUP

The Portfolio Holder for Finance and Enabling presented recommendations that had been agreed at a meeting of the Audit, Governance and Standards Committee held on 9<sup>th</sup> March 2023. During this meeting, the Committee had considered a report that had been produced by the Bromsgrove Audit Task Group, which had been launched by the Bromsgrove Audit, Standards and Governance Committee, at the request of their Council, in response to their Section 24 Notice. Members were asked to note that the Redditch Audit, Governance and Standards Committee had responded in a different fashion to the Council’s Section 24 Notice, by agreeing to hold more frequent meetings of the Committee than had previously been the case and to receive a regular update at each meeting of the Committee on the Council’s progress in addressing the issues raised in the Section 24 Notice.

The Bromsgrove Audit Task Group had considered hundreds of pages of written evidence and had held eight meetings over a period of 20 hours in February and early March 2023. Based on the evidence gathered, the group had proposed two groups of recommendations; the first group had focused on general lessons learned in respect of areas such as project management, the need for proper minutes of project board meetings and escalation of issues for mitigation whilst the second group of recommendations had focused specifically on the issues arising in relation to the ERP finance system and the implications for closing the Council’s accounts. The Redditch Audit, Governance and Standards Committee had concluded that the recommendations were sensible and that they should therefore be endorsed by the Council. The Committee had also proposed that the Executive Committee should write to the Bromsgrove Audit Task Group to thank them for their hard work.

Since the report had been published, further progress had been achieved with the implementation of the ERP system, although it was anticipated that the backlog in the cash receipting module would not be cleared until the end of the calendar year.



# Executive Committee

Tuesday, 13th June, 2023

---

Bromsgrove District Council's Cabinet was also due to consider a report in respect of the project management arrangements at the authority, in line with one of the recommendations in the report.

In concluding the presentation of the report, the Portfolio Holder for Finance and Enabling commented that he had consulted with senior officers concerning the viability of implementing the Bromsgrove Audit Task Group's recommendations. They had indicated that, whilst further work was required to implement some of the recommendations, this would be deliverable and would add value to the Council.

Members subsequently discussed the report in detail and in doing so commented on the following matters:

- The significant progress that had been achieved by the Council, in terms of addressing the issues identified in the Section 24 Notice.
- The need for lessons to be learned from the challenges that had been encountered during the introduction and implementation of the ERP system.
- The benefits in terms of the Council monitoring the work delivered by third parties on behalf of the authority.
- The need for appropriate Council resources to be allocated to larger projects and for staff positions to be back filled where required.
- The process by which organisations could procure Software as a Service (SAAS) and the implications of this for the organisation. Officers explained that the Council adopted this approach to procuring the ERP system from TechOne and, as a consequence, the onus was on the Council to manage that process, including training and the development of user manuals.
- The difficulties for any organisation arising from being the first to adopt a new module in a system, as had been the case with the cash receipting part of the system.
- The need for the Council to take into account a range of considerations when procuring new software, not just the financial costs involved.

During consideration of this item, Councillor Joe Baker proposed an additional recommendation:

*"That more regular updates and reports on progress with financial compliance should be provided at the Council."*

The recommendation was proposed by Councillor Baker and seconded by Councillor Bill Hartnett.

# Executive Committee

Tuesday, 13th June, 2023

---

In proposing the recommendation, Councillor Baker commented that this would help to provide Members with assurance that progress was being achieved and that the issues identified in the Section 24 Notice and subsequent Bromsgrove Audit Task Group report were being addressed.

In seconding the recommendation, Councillor Hartnett commented that it would be helpful for the Executive Committee to receive an update on the progress that was being achieved as well as the Audit, Governance and Standards Committee.

Members discussed the recommendation, and in doing so noted that the Audit, Governance and Standards Committee had already agreed to hold extra meetings during the year and were already scheduled to receive updates at every meeting on the progress that was being made as well as any compliance issues. Where areas of concern were identified, or where the Committee agreed that issues needed to be highlighted for the consideration of the Executive Committee, the Audit, Standards and Governance Committee could make recommendations which would be reported for the consideration of the Executive Committee. In this context, it was suggested that the recommendation was unnecessary and Councillor Baker agreed to its withdrawal.

## **RESOLVED that**

- 1) any improvements arising from the recommendations in the Bromsgrove District Council Audit Task Group Report into the issuing of the Section 24 Statement be adopted by the Executive Committee; and**
- 2) a formal note of thanks be sent to the Bromsgrove District Council Audit Task Group by the Executive Committee.**

## **7. RENEWAL OF THE ENTERPRISE RESOURCE PLANNING (ERP) CONTRACT**

The Portfolio Holder for Finance and Enabling presented a report in respect of the renewal of the Council's Enterprise Resource Planning (ERP) System contract. The Executive Committee was informed that the existing contract was due to expire at the end of June 2023 and therefore a new contract was required. The Council was aiming to procure the system using a local government framework and the new contract would need to take into account that the Council would not be using the HR and Payroll modules, as had been originally intended. There remained a backlog in respect of cash receipting, but the Council was on track to clear this by the end of the calendar year. The only other option would be to procure another system from an alternative supplier. However, the cash

# Executive Committee

Tuesday, 13th June, 2023

---

receipting backlog would still need to be cleared on the existing system prior to transfer and there would be extra implementation time and financial investment required. The contract for the Wincave system, required in relation to cash receipting, was due to expire later in the year but would also need to be renewed. In concluding the presentation of the report, the Portfolio Holder for Finance and Enabling recognised that there had been challenges for the Council in terms of the introduction and implementation of the ERP system but Members were asked to note that the organisation was generally satisfied with how the majority of the system functioned.

After the report had been presented, Members commented on the following matters:

- The length of the report and whether this was sufficient to make a decision, given the difficulties with the implementation of the ERP system and the issues identified in the Section 24 Notice.
- The level of savings that would arise from renewing the ERP system without including the HR and Payroll module. Members were advised that the figures would be subject to the outcomes of the tender process, although it was likely to result in financial savings.
- The potential to recoup funding from the software provider. Officers explained that pricing would be set out in the framework contract, and reductions would be made as not all modules originally purchased (HR and Payroll) would be repurchased. This would be the same framework as that which had originally been used and it was anticipated that this would result in a reduction in the fee by approximately 25 per cent.
- The acronyms and other terminology used in the report and the benefits of providing clarification in these types of reports in respect of such technical terms, particularly where they were referenced in the resolutions or recommendations in a report.
- The implications of postponing taking a decision on this matter after the contract had expired. Officers explained that the current contract would remain in place, as there would be a requirement to continue to work with the existing contractor for at least a further two years to resolve the backlog and have a year of “normal running”. This framework contract duration was two years plus two further one-year extensions.
- The potential for the Leader to provide Members with further clarification on the financial costs to the Council involved in renewing the contract once the tender process had been completed.

# Executive Committee

Tuesday, 13th June, 2023

- The potential for Members to raise concerns with the relevant Portfolio Holder in respect of the length of reports and detail within specific reports in advance of Executive Committee meetings.

During consideration of this item, the suggestion was made that, due to the subject matter and the issues that had been identified in the Section 24 Notice, the proposals detailed in the report should be referred to Council for determination. However, Officers explained that, as the finances required to pay for the renewal of the system had already been incorporated into the budget framework, a decision was required from the Executive Committee, rather than Council. It was noted that other Members could be involved in the process, through consideration at a meeting of the Budget Scrutiny Working Group and whilst this could not take place now before the Executive Committee determined the matter, there was still time for the group to scrutinise the background to the decision prior to the end of the month and the expiration of the existing contract.

## **RESOLVED that**

- 1) the Council reprocures TechOne but at a reduced licence fee to reflect that HR and Payroll will not be used and delegate the finer negotiations to the Executive Director of Resources;**
- 2) the AMS contract continues until the Council have confidence that their inhouse resource is capable of delivering all or part of that function; and**
- 3) the Wincave contract is renewed via a tender process in the autumn.**

## **8. QUARTER 4 PERFORMANCE MONITORING REPORT 2022/23**

The Portfolio Holder for Finance and Enabling presented the Quarter 4 Performance Monitoring Report for the 2022/23 financial year. Members were advised that usually this report would have included financial monitoring data but, to provide time to gather more information, a decision had been taken to report the financial information in July. Progress had been made in a range of areas since the previous update to the Executive Committee, including through a reduction in staff turnover below the national average and an increase in Council Tax collection rates to a level that was better than expected.

The Executive Committee discussed the report and in doing so commented on the delays with respect to the development at Edgeworth Close. Member questioned when the development

# Executive Committee

Tuesday, 13th June, 2023

---

would be progressed further and the financial implications of the delay. Officers explained that initially there had been an aim to complete required actions by March 2023, but this had been delayed to August due to a range of issues, including challenges accessing materials.

Reference was made to the graphs and other images that had been included in the report. As Committee agenda packs were always published in black and white, some Members commented that it could be difficult to view the graphs on printed copies of the agenda as they appeared in different shades of grey. However, it was noted that the full report could be viewed quite clearly in the electronic version, as published on the Council's website and which was accessible using the modern.gov app. The Leader urged Members to use the app to access their papers electronically to help address this problem moving forward. The Committee was asked to note that modern.gov app training had recently been provided to Members and further training could be provided if needed.

## **RESOLVED that**

**the Quarter 4 Performance data for the period up to 31<sup>st</sup> March 2023 be noted.**

## **9. QUARTERLY RISK UPDATE**

The Portfolio Holder for Finance and Enabling presented the Quarterly Risk Update for Members' consideration. The Committee was advised that this was the fourth risk update report to be presented for the Committee's consideration since risk monitoring reports had been reintroduced at the Council in 2022. The Council had taken a lot of action in this time to address both the corporate and departmental risks that had been identified and as a consequence, the authority's risk assurance had improved from a limited to a moderate level.

During 2022/23, the number of departmental risks had declined from 119 to 58 by March 2023. The majority of remaining risks related to compliance. The one remaining red flagged risk was in respect of the Revenue and Benefits team's work, where certain tasks had to be undertaken manually and there was a high volume of work involved.

Corporate risks continued to be monitored by the Council, including by CMT. Many of these corporate risks, such as in respect of cyber security, were likely to remain of concern moving forward.

## **RESOLVED that**

# Executive Committee

Tuesday, 13th June, 2023

---

**the present list of Corporate and Departmental Risks be considered and noted.**

## **10. OVERVIEW AND SCRUTINY COMMITTEE**

Members considered minutes from meetings of the Overview and Scrutiny Committee held on 23<sup>rd</sup> February and 16<sup>th</sup> March 2023. The Leader confirmed that there were no outstanding recommendations due for consideration.

**RESOLVED that**

**the minutes of the meetings of the Overview and Scrutiny Committee held on 23<sup>rd</sup> February and 16<sup>th</sup> March 2023 be noted.**

## **11. MINUTES / REFERRALS - OVERVIEW AND SCRUTINY COMMITTEE, EXECUTIVE PANELS ETC - RECOMMENDATION FROM THE AUDIT, STANDARDS AND GOVERNANCE COMMITTEE**

The Leader highlighted that at a meeting of the Audit, Governance and Standards Committee held on 30<sup>th</sup> May 2023, Members had recommended that the Portfolio Holder for Finance and Enabling should write to the appropriate Government minister to request a three-year local government financial settlement in order to provide certainty to the local government sector. This recommendation had been forwarded for the consideration of the Executive Committee.

In considering the recommendation, the Portfolio Holder for Finance and Enabling explained that he did not feel that it would be appropriate to approve this recommendation. Instead, he suggested that the best way to secure a three-year financial settlement for the Council would be through working with the LGA. Members were informed that the Portfolio Holder for Finance and Enabling planned to write to the Chair of the Audit, Governance and Standards Committee to explain his position.

During consideration of this item, reference was made to the content of the extract from the minutes of the Audit, Governance and Standards Committee meeting held on 30<sup>th</sup> May 2023, which had been provided for Members' consideration. Members questioned whether any further clarity had been received regarding the potential increase to the external auditor's fee for auditing the Council's accounts. Officers explained that any increase to the audit fee had to be agreed with the Public Sector Audit Appointments (PSAA) organisation. The level of increase to the audit fee still remained unclear and therefore it could not be

# Executive Committee

Tuesday, 13th June, 2023

---

confirmed whether this increase would need to be funded from balances.

Members also questioned the progress that had been achieved in terms of the external auditor's audit of the Council's 2020/21 accounts. The Committee was advised that the external auditors had assured the Council that Redditch Borough and Bromsgrove District Councils would be their priority over the following months. However, Officers had been advised that it could take the auditors up to six months to complete the audits. Despite this, the Council had been assured that, as these delays were not the fault of the authorities, this would not result in further Section 24 Notices being presented to the Councils. Furthermore, Members were asked to note that there was a significant backlog nationally, in terms of external auditors signing off Councils' 2021/22 accounts.

## 12. EXCLUSION OF THE PRESS AND PUBLIC

**RESOLVED that:**

**Under S100 A (4) of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) Order 2006, the public be excluded from the meeting for the following matters on the grounds that they involve the likely disclosure of exempt information as defined in paragraphs 1, 2 and 3 of Part 1 of Schedule 12 of the said act, as amended.**

**Minute Item No. 13 – Compulsory Purchase of a Long-Term Empty Property.**

## 13. COMPULSORY PURCHASE OF A LONG TERM EMPTY PROPERTY

The Strategic Housing Services Manager presented a report on the subject of the compulsory purchase of a long-term empty property.

(During the consideration of this item, Members discussed matters that necessitated the disclosure of exempt information. It was therefore agreed to move to exclude the press and public prior to any debate on the grounds that information would be revealed relating to any individual, which was likely to reveal the identity of any individual and which related to the financial and business affairs of any particular person (including the authority holding that information)).

**Executive**  
Committee

---

Tuesday, 13th June, 2023

The Meeting commenced at 6.30 pm  
and closed at 8.19 pm



By virtue of paragraph(s) 1, 2, 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 1, 2, 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 1, 2, 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 1, 2, 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank



**REDDITCH BOROUGH COUNCIL****RECORD OF DECISION TAKEN UNDER URGENCY PROCEDURES****SUBJECT:** Appointment of Managing Director of Rubicon Leisure Ltd**BRIEF STATEMENT OF SUBJECT MATTER:**

Rubicon Leisure Ltd has been led on an interim and part-time basis since January 2022. Considerable progress has been made in establishing operational effectiveness and commercial sustainability over that time.

The post-holder recommended to the Board of Directors March 2023, that a permanent replacement should be sought.

Leisure People, the leading leisure management recruitment agency were engaged to identify the most capable and suitable candidates. A talent pool of five experienced candidates who all met the skills criteria had an initial interview with the current Managing Director, who subsequently recommended that four should progress to a panel interview that included a candidate presentation.

Three Board Directors (Julia Breakwell – Chair, Rebecca Delmore and Guy Revans) interviewed three candidates (one had previously withdrawn) on 23<sup>rd</sup> May.

The panel selected a preferred candidate and references and follow up enquiries were made in the following days.

These proved highly satisfactory, and the Board of Directors recommend that Ben Clawson-Chan is formally appointed.

Ben has a wide range of experience both within an independent sports and cultural trust as well as most recently as Head of Leisure and Culture for Derby City Council.

REDACTED
----------

**DECISIONS:**

To RESOLVE that

- 1) Ben Clawson-Chan is appointed as Managing Director of Rubicon Leisure Ltd effective from 19<sup>th</sup> June 2023; and
- 2) Mr Clawson-Chan is paid a salary of 

REDACTED
----------

**(Council decision)****GROUNDINGS FOR URGENCY:**

That an appropriate process has been followed and concluded and the organisation requires permanent full-time leadership to exploit the potential and opportunity developed over the last year. The appointment of the Managing Director to Rubicon Leisure Limited and remuneration for this post are both reserved matters for the Shareholders Committee. There is therefore a need for the Council to approve both the appointment and the remuneration for the post holder. However, unfortunately, there is not due to be a meeting of the Shareholders Committee until 6<sup>th</sup> July 2023 and due to existing Committee and Member training commitments, it will not be possible to book

an additional meeting of the Committee prior to this date. An urgent decision is therefore needed to ensure that the appointment progresses in a timely manner.

**DECISION APPROVED BY:**

(Deputy) **CHIEF EXECUTIVE**

**EXECUTIVE DIRECTOR FINANCE & RESOURCES**  
(if financial implications)

.....  
(Signature) (Sue Hanley / Kevin Dicks - (D)CX)

.....  
(Signature) (Peter Carpenter)

**Date: Month 2023**

**PROPOSED ACTION SUPPORTED** *(amend as appropriate)*

..... (Signature)	..... (Signature)	..... (Signature)	..... (Signature)	..... (Signature)
<i>(Block Capitals)</i>	<i>(Block Capitals)</i>	<i>(Block Capitals)</i>	<i>(Block Capitals)</i>	<i>(Block Capitals)</i>
<b>MAYOR *</b>	<b>PF HOLDER</b>	<b>LEADER of the LABOUR Group</b>	<b>LEADER / LDR CONSERVATIVE Group</b>	<b>CHAIR O&amp;S Committee</b>
Date:	Date:	Date:	Date:	Date:

Notes:

\* In addition to the Executive decision above regarding the matter under consideration, the Mayor is signing to agree both that the Executive decision proposed is reasonable in all the circumstances and to it being treated as a matter of urgency. This is to ensure that the call-in procedures as set out in Part 8 of the Constitution shall not apply where an Executive decision being taken is urgent.