
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: Judith.willis@bromsgroveandredditch.gov.uk 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.

- 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.

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
Appendix 11 - Temporary Accommodation Charging Policy

Background Papers

None

9. REPORT SIGN OFF

Department	Name and Job Title	Date
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