

Overview & Scrutiny Committee

4 January 2024

Housing Tenancy Management Policy and Agreement – Consultation Results

Relevant Portfolio Holder	Councillor Craig Warhurst, Portfolio Holder for Housing and Procurement
Portfolio Holder Consulted	Yes
Relevant Head of Service	Judith Willis, Head of Community and Housing Services
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Wards Affected	All
Ward Councillor(s) consulted	N/A
Relevant Strategic Purpose(s)	Finding somewhere to live
Non-Key Decision (Report for Scrutiny)	
If you have any questions about this report, please contact the report author in advance of the meeting.	

1. **RECOMMENDATIONS**

- 1.1 The Overview and Scrutiny Board is asked to note the report, the comments made by tenants and the proposed changes to the Tenancy Agreement as outlined in Section 2.8.

2. **BACKGROUND**

- 2.1 A review of our Tenancy Management Policy had led to a review of our Tenancy Agreement. The Neighbourhood & Tenancy (N&T) Manager and Senior attended Overview and Scrutiny (O&S) in March 2023 to advise we were going out to full consultation with Tenants on the proposed new Tenancy Management Policy and new Tenancy Agreement terms.
- 2.2 Officers were invited to return to O&S to provide feedback on what our tenants had told us.
- 2.3 Officers undertook 10 Tenant Roadshows over the summer months as part of the consultation process and had lots of visitors. Face to face discussions about the Tenancy Management Policy and new tenancy terms took place with 142 tenants and many Councillors at these events.
- 2.4 At these Roadshows the N&T team also spoke to dozens of tenants who had basic queries about repairs, the applying for larger, or smaller, accommodation and other matters not directly related to the consultations.

- 2.5 Officers also received 50 more detailed responses with comments and feedback into our resident consultation inbox. All of those were responded to by the N&T Manager or Senior, as some were quite complex in nature. Attached in Appendix 1 is a spreadsheet that shows some examples of the nature of the enquiries and our responses.
- 2.6 In general tenants were supportive of the need for clear tenancy information on their rights and our obligations as landlord, which is what we set out to achieve through the new Policy and tenancy terms amendments.
- 2.7 One key theme was concerns raised regarding tenants' security of tenure, which will not be affected in any way by the new terms, as these rights are set out in law. However, we recognised the concerns and answered all queries to allay them. Furthermore, we have ensured in the final letter that goes out with the new terms that Secure rights are not affected in any way as clearly as possible.
- 2.8 Comments were also made around pets and the storage of mobility scooters. Consequently, the following changes have been made to the Agreement:
- a) The initial draft of the new tenancy terms stated in Section 4.27 that any tenant living in high rise accommodation (more than 3 floors) could not keep pets. On reflection this was deemed unreasonable, and the wording was changed to read '...a high-rise flat, you must not keep any Pets in the Property without first getting our consent...'
 - b) The initial draft of the new tenancy terms stated in Section 4.37 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. On reflection asking for prior consent to park a mobility scooter was deemed unreasonable and was removed from the list of vehicles.

Executive Committee delegated the ability to make any changes to the Agreement following the consultation. This delegation was to the Head of Community Services or Head of Environmental Services in consultation with the Portfolio Holder for Housing.

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. The Tenancy Management Policy and Tenancy Agreement will ensure this responsibility is achieved in a transparent and consistent way.

- 3.2 In implementing the new Policy, 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 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 were set out in this new 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 was therefore essential that we have an appropriate tenancy agreement in place enabling compliance.
- 4.4 As set out in The Housing Act 1985 it was a legal requirement for the Council to consult with tenants on matters of housing management. This consultation took place in line with our legal obligations. The Tenancy Management Policy was consulted on first, followed by consultation on the Tenancy Agreement. Both consultations took place for six weeks. At the end of each consultation period appropriate amendments were considered and made to the documents.
- 4.5 S102 of the Housing Act 1985 sets out ways a secure tenancy can be varied. The Council was seeking to vary its terms in accordance with S103 of the Housing Act 1985. All appropriate Notices have already been served as part of the consultation process and the final formal

notice will be sent alongside a copy of the new tenancy terms, along with the date on which the new tenancy terms will commence.

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 Policy will be made available on the Council's website. Hard copies of the Policies can be provided upon request.

7. RISK MANAGEMENT

- 7.1 Without up-to-date policy 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

- 8.1 Appendix 1- Spreadsheet with comments and observations from tenants and our responses.