

Agenda for Housing Review Board

Thursday, 8 March 2018 - 2.30pm



[Members of the Committee](#)

Venue: Council Chamber, Exmouth Town Hall, EX8 1AW

[View directions](#)

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Part A matters

- 1 [Public speaking](#)
- 2 [Minutes for 11 January 2018](#) (pages 3 - 9)
- 3 Apologies
- 4 Declarations of interest
Guidance is available online to Councillors and co-opted members on making [declarations of interest](#).
- 5 [Matters of urgency](#) – none identified
- 6 Confidential/exempt items – there are no items which officers recommend should be dealt with in this way.

Part A matters for decision

- 7 **Housing Review Board forward plan** (page 10)
Strategic Lead, Housing, Health and Environment
- 8 **Homelessness Reduction Act** (pages 11 - 15)
Strategic Lead, Housing, Health and Environment
- 9 **Review of housing policies:** (pages 16 – 17)
Allocations policy (pages 18 – 30)
Anti-social behaviour policy (pages 31 – 37)
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Improvements to council properties policy (pages 66 – 71)
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Leasehold management policy (pages 80 – 84)
Mutual exchange policy (pages 85 – 92)
Recharging policy (pages 93 – 98)
Repossession policy (pages 99 - 105)

Mark Williams, Chief Executive
Richard Cohen, Deputy Chief Executive

Responsive repairs policy (pages 106 – 112)

Succession policy (pages 113 – 120)

Void management policy (pages 121 – 126)

- 10 **Credit union consideration** (pages 127 - 129)

Rental Manager

- 11 **Financial monitoring report** (pages 130 - 137)

Housing Accountant

- 12 **Repairs and works to voids procurement** (pages 138 - 145)

Property and Asset Manager

- 13 **Annual report of the Housing Review Board** (pages 146 - 150)

Democratic Services Officer

- 14 **Date of the next Housing Review Board meeting**

To note the provisional dates of the Housing Review Board meetings for the forthcoming year:

Thursday 21 June 2018 - 2:30pm, Council Chamber, Exmouth Town Hall.

Thursday 20 September 2018 - 2:30pm, Council Chamber, Exmouth Town Hall.

Thursday 22 November 2018 - 2:30pm, Council Chamber, Exmouth Town Hall.

Thursday 24 January 2019 - 2:30pm, Council Chamber, Exmouth Town Hall.

Thursday 28 March 2019 - 2:30pm, Council Chamber, Exmouth Town Hall.

[Decision making and equalities](#)

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If you are recording the meeting, you are asked to act in a reasonable manner and not disrupt the conduct of meetings for example by using intrusive lighting, flash photography or asking people to repeat statements for the benefit of the recording. You may not make an oral commentary during the meeting. The Chairman has the power to control public recording and/or reporting so it does not disrupt the meeting.

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EAST DEVON DISTRICT COUNCIL

Minutes of a Meeting of the Housing Review Board held at Exmouth Town Hall on 11 January 2018

Attendance list at end of document

The meeting started at 2.30pm and ended at 4.50pm.

***32 Public speaking**

There were no questions raised by members of the public. Tenant Mike Berridge complimented the recycling crews on their excellent work over the festive period and congratulated the Waste and Recycling Team for the high recycling rates.

The Chairman welcomed everyone to the meeting and invited those present to introduce themselves. She gave particular welcome to two new tenant representatives onto the Board, Sue Saunders and Peter Sullivan.

***33 Minutes**

The minutes of the Housing Review Board meeting held on 7 September 2017 were confirmed and signed as a true record.

***34 Declarations of Interest**

Mike Berridge: Personal interest - family member lives in a Council owned property and a housing tenant.

Joyce Ebborn: Personal interest – housing tenant.

Pat Rous: Personal interest - housing tenant.

Cllr Ian Hall: Personal interest – family member lives in a Council owned property and uses Home Safeguard.

Sue Saunders: Personal interest - family member lives in a Council owned property and a housing tenant.

Peter Sullivan: Personal interest – housing tenant.

***35 Forward plan**

The Strategic Lead, Housing, Health and Environment presented the forward plan and advised Members that the forward plan acted as a reminder of agenda items to come forward to future meetings. Members were reminded that they could add further issues to the next forward plan by informing either himself or the Democratic Services Officer.

RESOLVED: that the forward plan be noted.

36 Draft Housing Revenue Account budget 2018/19

The Strategic Lead – Housing, Health and Environment's report provided the Board with details of the year end forecast of the draft Housing Revenue Account (HRA) for 2017/18 and proposed budget for 2018/19. This account showed the main areas of anticipated income and expenditure on landlord activities for the year ahead. Producing a Housing Revenue Account has been a statutory requirement for Councils who manage and own their housing stock for some time, and therefore was a key document for the Board to influence.

The report aimed to provide a rationale for the budget process undertaken in 2018/19 whilst also providing analysis and commentary on the year end forecast position of the HRA against 2017/18 budgets.

The Council had a prescribed timetable for the production of its budgets which involved the development of draft estimates and scrutiny by various member and officer groups. The report presented an opportunity for the Housing Review Board to input into this process.

The Strategic Lead – Housing, Health and Environment explained that there was a reduction in the anticipated level of income due to the Government's rent reduction scheme. High rent collection performance was business critical. It was noted that the HRA was predicted to have a surplus of £415,000 by the end of 2018/19.

Areas of expenditure highlighted included:

- Programmed maintenance.
- Responsive maintenance.
- Cyclical maintenance programmes – including two additional programmes for internal and external decoration.
- Asbestos surveys and other areas of compliance.
- Increased staffing levels, including a Housing Service Lead.

RECOMMENDED: that Cabinet approve the Housing Revenue Account year-end forecast 2017/18 and draft budget for 2018/19.

37 Draft Housing Service Plan 2018/19

The Board was presented with the draft Service Plan for the Housing Service covering the period 2018-2019, for its consideration.

The Service Plan was a document produced annually and set out the key achievements over the past year and the forthcoming issues to be faced by the Service. A range of Service improvements were identified, performance data reported, consultation proposals outlined, budget information etc.

The Strategic Lead – Housing, Health and Environment highlighted the Homelessness Reduction Act as being a challenge. Preparations were advanced for this. Homelessness was well managed at East Devon, with a very proactive approach. Other challenges included maintaining the supply of local affordable housing, and the impacts of Universal Credit.

The Strategic Lead – Housing, Health and Environment was thanked for producing a thorough Service Plan, with a proactive approach to the challenges ahead.

RECOMMENDED: that Cabinet approve the Housing Service Plan for 2018/19.

38 Responsive repairs and works to void properties contract extension and procurement process

The Property and Asset Manager's report recommended to the Board that a further six month extension be awarded to the current responsive day to day repairs and void works to council housing stock contract, with a revised end date of January 2019. This would allow for the completion of the drafting of a new specification and the procurement process to take place, to secure future contracting arrangements for responsive repairs and void work to properties.

RECOMMENDED: that Cabinet approve the extension of the current responsive day to day repairs and void work to council housing stock contract for a further six months, with a revised end date of 31 January 2019.

***39 Appointment of procurement consultants for the renewal of the day to day repairs and void work to council housing stock**

The Property and Asset Manager's report updated the Board with regard to progress on the appointment of the procurement consultants to assist with drafting the specification for the day to day repairs and work to voids contract, and the tendering process. Time was being spent studying in depth the proposal of a 'price per property/price per void model'.

Tenant involvement opportunities were outlined in the report and the Property and Asset Manager explained the composition of the project team. The intention was to provide an update report to the Board at every meeting in 2018 in order to ensure members were being kept up to date with progress being made.

RESOLVED:

1. that the Housing Review Board note the appointment of Echelon Consultancy Limited as procurement consultants for the day to day repairs and work to voids contract.
2. that the Housing Review Board note the early stage progress that had been made on the procurement of the day to day to repairs and void work to council housing stock contract.

40 Universal Credit update

The Landlord Services Manager's report set out the latest information on the roll out of Universal Credit (UC) and described the actions being taken to mitigate, as far as possible, the potential loss to Housing Revenue Account (HRA) income.

Universal Credit was an entirely new benefit and the key features were outlined in the report. It would only affect working age people (18 years to 60.5 years). UC would be paid as a monthly payment per household, direct into a bank account. This amount would include the housing element. There was provision for housing providers to apply for the housing element of UC to be paid to them direct at the start of the claim if it could be proved that the tenant fell into one or more of a number of vulnerability categories.

There was a programme for UC rollout across the region. UC would go live for tenants with new claims with a Honiton postcode on 4 July 2018, and for those with Exeter postcodes on 26 September 2018.

Concerns about UC as a social landlord included:

- tenants would have to arrange with the landlord to start paying their own rent.
- some individuals may not be good at prioritising their bills or managing a budget and could easily get into debt.
- it could have a serious effect on rental income.
- potentially more people could be evicted for rent arrears, with the social landlord receiving more homeless applications, and finding themselves in a position where as a social landlord they have to do more with less income.

The Landlord Services Manager explained that careful preparations were underway, with a proactive approach being taken. With the help of the Benefits team tenants who may need help should they claim UC were being identified. Staff training had also been arranged. A series of 12 customer drop-ins had been set up across the district to explain to tenants what was happening and how the Council could help.

It was clear that staff needed to work much more closely and proactively with their customers if they were to help them manage their income effectively. The vulnerable in particular would require intensive support and close working across teams to achieve this. This greater demand for support was larger than the current resources available. It was estimated that an extra two members of staff would be required initially. Housing Benefits colleagues with expertise in this area would be facing a reduced workload and some free capacity. It was proposed that the equivalent of two full time members of staff from Housing Benefits support the Housing Service. This would be reviewed after a period when it was possible to assess the impact of UC on tenants.

RECOMMENDED:

1. that Cabinet note the report on the preparations for the further roll out of Universal Credit during 2018/19.
2. that Cabinet agree that the council should invest in supporting tenants in order to mitigate the effects of Universal Credit on their own wellbeing as well as the impact on the Housing Revenue Account.
3. that Cabinet agree that two members of staff from Housing Benefits support the Housing Service through the rollout, with staff capacity required to manage the change being reassessed later in the financial year.

41 Rental exchange scheme

The Board considered the report of the Rental Manager, which set out why the Council should consider joining the Rental Exchange. It was a free, independent service provided by Experian, whereby social housing tenants were able to build a positive credit history to gain equal access to financial services.

The Rental Exchange was set up in 2010 by Big Issue Invest and Experian. Together they were working with social housing providers to incorporate tenants' rent payment history into their credit files, with no cost to the housing provider or the tenant. This allowed tenants with little or no credit history to build a credit score in the same way that mortgage holders do. It also allowed them to create an on-line proof of identity, which was increasingly important when applying for good and services.

Concern was expressed that the Council could view the credit scores of their tenants. The Rental Manager explained that there were two parts to the scheme. The first part was free, but if the Council wanted to receive credit score information it would have to pay for the service. It was also noted that tenants could opt out of the scheme entirely and Experian would provide letters explaining to tenants how the scheme worked and how tenants could opt out of the service.

RECOMMENDED: that Cabinet approve entering into a new contract for the provision of free, independent credit checks for tenants.

***42 Tenancy fraud prevention**

The Strategic Lead – Housing, Health and Environment outlined the tenancy fraud prevention scheme. There was an amnesty to hand back keys throughout January 2018. There was an anonymous 24 hour service to report tenancy fraud. Housing staff were working closely with Housing Benefit colleagues on a whole programme of tenancy fraud measures.

RESOLVED: that the Housing Review Board note the tenancy fraud prevention scheme.

43 Rent deposit and bond scheme

The Board were made aware of planned revisions to the rent deposit and bond scheme. Amendments were needed to ensure that the scheme was up to date and fit for purpose.

The Council's rent deposit and bond scheme had been in operation since 2006 and had been a key tool in tackling homelessness. It had assisted several hundred households who had either been homeless or threatened with homelessness by providing resources and support to move into accommodation in the private sector. The scheme had evolved from a solely loan based system to a combination of loans and bonds. The main change now proposed was using lifetime bonds (the length of the tenancy) as opposed to fixed term bonds.

RECOMMENDED: that Cabinet note and approve amendments to the rent deposit and bond scheme and allows bonds to become lifetime bonds rather than fixed term.

44 Hillcrest, Exmouth bungalow purchase

The report of the Housing Enabling and Allocations Manager sought authority to enter into negotiations to purchase a surplus Devon County Council property using Right to Buy receipts and Housing Revenue Account funding. Purchasing the site would allow the Council to develop purpose built housing to meet specific needs. If the purchase was successful a further report would be brought to the Board to seek support on the type of accommodation that should be provided.

RECOMMENDED:

1. that Cabinet support the proposal to enter negotiations with Devon County Council to agree a value and purchase price for Hillcrest Bungalow, Exmouth, with a view to redeveloping the site in the future.
2. that Cabinet approve the use of Right to Buy Receipts and Housing Revenue Account housing development fund to purchase the property.

45 Safeguarding adults leaflet

The Strategic Lead – Housing, Health and Environment's report set out some good practice advice and a procedure to ensure that Housing had safeguarding embedded into its service delivery. It was noted that East Devon District Council had a safeguarding policy and procedure for its staff to follow. Board members and elected councilors also had safeguarding obligations.

RECOMMENDED: that Cabinet approve the safeguarding procedure set out in the report.

***46 What you need to know about the Autumn Budget**

Consideration was given to the Chartered Institute of Housing's publication 'What you need to know about the Budget 2017', which helpfully identified the content of the budget. It was noted that the Government was working on its housing agenda.

RESOLVED: that the Housing Review Board note the Chartered Institute of Housing's publication 'What you need to know about the Budget 2017'.

***47 HouseMark benchmarking 2016-17**

The Information and Analysis Officer's report presented the results of HouseMark's 2016/17 cost and performance benchmarking exercise. The report compared the Council's costs and performance across the housing service areas with its peers and 2015/16 data. It was noted that EDDC remained in the first quartile compared to its peers for the total rent arrears as a

percentage of rent due. The report also included a section on actions required in response to the benchmarking report findings.

RESOLVED: that the Housing Review Board note the HouseMark 2016/17 benchmarking report.

***48 Performance digest – quarter 2 monitoring report**

The Board was presented with the Housing Service performance indicator report for quarter 2 2017/18, with details of selected indicators measuring performance across the Housing Service.

The Board discussed various issues including rough sleepers, anti-social behaviour surveys, Devon Home Choice band A criteria and property re-let times. The work being undertaken to increase affordable housing was noted.

RESOLVED: that the Housing Review Board note the performance of the Housing Service.

***49 Date of the next Housing Review Board meeting**

The Board noted the date of the next HRB meeting:
Thursday 8 March 2018 – 2:30pm, Council Chamber, Exmouth Town Hall.

Attendance list

Present:

Cllr Pauline Stott (Chairman)
Cllr Megan Armstrong
Cllr Ian Hall
Cllr Brenda Taylor

Co-opted tenant members:

Pat Rous (Vice Chairman)
Mike Berridge
Joyce Ebborn
Sue Saunders
Peter Sullivan

Independent community representative:

Julie Bingham

Officers:

Sue Bewes, Landlord Services Manager
Natalie Brown, Information and Analysis Officer
Emma Charlton, Housing Projects Officer
Charles Derry, Tenant and Communities Section Leader
Amy Gilbert, Property and Asset Manager
John Golding, Strategic Lead - Housing, Health and Environment
Henry Gordon Lennox, Strategic Lead – Governance and Licensing
Jane Hayward, Benefits, Corporate Fraud and Compliance Team Leader
Tim Lawrence
Andi Loosemoore, Rental Manager
Paul Lowe, Housing Enabling and Allocations Manager
Andrew Mitchell, Housing Needs and Strategy Manager
Giles Salter, Solicitor
Alethea Thompson, Democratic Services Officer

Rob Ward, Housing Accountant

Also present:

Cllr Brian Bailey

Cllr David Barratt

Cllr Bruce De Saram

Cllr Jill Elson, Portfolio Holder – Sustainable Homes and Communities

Cllr Steve Gazzard

Cllr Simon Grundy

Cllr Mike Howe

Carol Bourne, tenant

Sue Dawson, tenant

Sylvia Martin, tenant

David Scott, tenant

Apologies:

None

Chairman Date.....

HOUSING REVIEW BOARD – FORWARD PLAN

This forward plan identifies reports and other agenda items for future meetings of the Housing Review Board. It is also intended to assist agenda management and act as a reminder of items to come forward to future meetings.

Report title	Meeting date	Author
Homelessness Reduction Act 2017	March 2018	Strategic Lead – Housing, Health & Environment
Housing Policies – to approve 16 updated housing policy documents	March 2018	Housing Needs & Strategy Manager
Credit Union consideration	March 2018	Rental Manager
Repairs and works to voids procurement	March 2018	Property & Asset Manager
Annual Report of the Housing Review Board	March 2018	Democratic Services Officer
Quarterly performance reports and regular reports		
Responsive repairs	Quarterly report	Asset and Property Manager
Letting of Council homes/voids	Quarterly report	Housing Needs and Strategy Manager
Devon Home Choice	Quarterly report	Housing Needs and Strategy Manager
Rent management	Quarterly report	Landlord Services Manager
Systems Thinking leading & lagging measures	Quarterly report	Strategic Lead – Housing, Health and Environment
New Tenants Survey		
Forward Plan	Every meeting	Strategic Lead – Housing, Health and Environment
Formal Complaints	Annual report	Landlord Services Manager
Benchmarking survey	Annual report	Strategic Lead – Housing, Health and Environment
Evaluating the achievements of the Board	Annual report	

Board Members can propose agenda items during meetings/debates that can be included on the Forward Plan for future meetings, or outside the meetings with the agreement of the Chairman and Vice chairman.

Report to: **Housing Review Board**

Date of Meeting: 8 March 2018

Public Document: Yes

Exemption: None

Review date for release None.



Agenda item: 8

Subject: **Homelessness Reduction Act 2017**

Purpose of report: This report provides a summary of the main features of the new legislation. The new Act sets out significant changes in tackling homelessness and requires local authorities to completely review current systems and introduce a culture change in homeless prevention and reduction.

Recommendation: **To note and understand the main requirements of the Homelessness Reduction Act 2017.**

Reason for recommendation: To raise awareness of the legislative changes in relation to how the Councils manages and prevents homelessness.

Officer: John Golding Strategic Lead – Housing, Health & Environment.
jgolding@eastdevon.gov.uk

Financial implications: No additional financial implications

Legal implications: The legal implications are fully set out within the report.

Equalities impact: Medium Impact
The equalities implications of the legislation have been set out in the Government's assessment of the primary legislation and code of guidance.

Risk: Medium Risk
The risk of failing to implement the requirements of the new legislation adequately would be damaging to homeless applicants and the Council's reputation.

Links to background information: • .

Link to Council Plan: Encouraging communities to be outstanding.

Introduction

1 This report provides an overview and high level summary of the homelessness legislation and the duties, powers and obligations on housing authorities and others towards people who are homeless or at risk of homelessness. The Act signals a significant change to the national approach to preventing homelessness and is requiring local authorities and our partners to adapt existing protocols to ensure that we implement the new system in accordance with the guidance and code of practice.

The homelessness legislation

2 The primary homelessness legislation is contained in Part 7 of the Housing Act 1996 – which provides the statutory under-pinning for action to prevent homelessness and provide assistance to people threatened with or actually homeless.

3 In 2002, the Government amended the homelessness legislation through the Homelessness Act 2002 and the Homelessness (Priority Need for Accommodation) (England) Order 2002 to:

- a. ensure a more strategic approach to tackling and preventing homelessness, in particular by requiring a homelessness strategy for every housing authority district; and
- b. strengthen the assistance available to people who are homeless or threatened with homelessness by extending the priority need categories to homeless 16 and 17 year olds; care leavers aged 18, 19 and 20; people who are vulnerable as a result of time spent in care, the armed forces, prison or custody, and people who are vulnerable because they have fled their home because of violence.

4 The Homelessness Reduction Act 2017 significantly reformed England's homelessness legislation by placing duties on local authorities to intervene at earlier stages to prevent homelessness in their areas. It also requires housing authorities to provide homelessness services to all those affected, not just those who have 'priority need'. These include:

- a. an enhanced prevention duty extending the period a household is threatened with homelessness from 28 days to 56 days, meaning that housing authorities are required to work with people to prevent homelessness at an earlier stage;
- b. a new duty for those who are already homeless so that housing authorities will support households for 56 days to relieve their homelessness by helping them to secure accommodation.

The homelessness review and strategy

5 Under the Homelessness Act 2002 all housing authorities must have in place a homelessness strategy based on a review of all forms of homelessness in their district. The strategy must be renewed at least every 5 years. The social services authority must provide reasonable assistance.

6 The strategy must set out the local authority's plans for the prevention of homelessness and for securing that sufficient accommodation and support are or will be available for people who become homeless or who are at risk of becoming so.

Duty to refer

7 The Homelessness Reduction Act 2017 introduced a duty on certain public authorities to refer service users who they think may be homeless or threatened with homelessness to a housing authority. The service user must give consent, and can choose which authority to be referred to. The housing authority should incorporate the duty to refer into their homelessness strategy and establish effective partnerships and working arrangements with agencies to facilitate appropriate referrals.

Duty to provide advisory services

8 The housing authority has a duty to provide advice and information about homelessness and the prevention of homelessness and the rights of homeless people or those at risk of homelessness, as well as the help that is available from the housing authority or others and how to access that help. The service should be designed with certain listed vulnerable groups in mind and authorities can provide it themselves or arrange for other agencies to do it on their behalf.

Applications and inquiries

9 Housing authorities must give proper consideration to all applications for housing assistance, and if they have reason to believe that an applicant may be homeless or threatened with homelessness, they must make inquiries to see whether they owe them any duty under Part 7 of the 1996 Act. This assessment process is important in enabling housing authorities to identify the assistance which an applicant may need either to prevent them from becoming homeless or to help them to find another home. In each case, the authority will need to first decide whether the applicant is eligible for assistance and threatened with or actually homeless. Certain applicants who are 'persons from abroad' are not eligible for any assistance under Part 7 except free advice and information about homelessness and the prevention of homelessness.

10 Broadly speaking a person is *threatened with homelessness* if they are likely to become homeless within 56 days. An applicant who has been served with valid notice under section 21 of the Housing Act 1988 to end their assured shorthold tenancy is also threatened with homelessness, if the notice has expired or will expire within 56 days and is served in respect of the only accommodation that is available for them to occupy.

11 An applicant is to be considered *homeless* if they do not have accommodation that they have a legal right to occupy, which is accessible and physically available to them (and their household) and which it would be reasonable for them to continue to live in.

Assessments and personalised housing plans

12 Housing authorities have a duty to carry out an assessment in all cases where an eligible applicant is homeless or threatened with homelessness. This will identify what has caused the homelessness or threat of homelessness, the housing needs of the applicant and any support they need in order to be able to secure and retain accommodation. Following this assessment, the housing authority must work with the person to develop a personalised housing plan which will include actions (or 'reasonable steps') to be taken by the authority and the applicant to try and prevent or relieve homelessness.

Prevention Duty

13 Housing authorities have a duty to take reasonable steps to help prevent any eligible person (regardless of priority need status, intentionality and whether they have a local connection) who is threatened with homelessness from becoming homeless. This means either helping them to stay in their current accommodation or helping them to find a new place to live before they become actually homeless. The prevention duty continues for 56 days unless it is brought to an end by an event such as accommodation being secured for the person, or by their becoming homeless.

Relief Duty

14 If the applicant is already homeless, or becomes homeless despite activity during the prevention stage, the reasonable steps will be focused on helping the applicant to secure accommodation. This relief duty lasts for 56 days unless ended in another way. If the housing authority has reason to believe a homeless applicant may be eligible for assistance and have a priority need they must be provided with interim accommodation.

The main housing duty

15 If homelessness is not successfully prevented or relieved, a housing authority will owe the main housing duty to applicants who are eligible, have a priority need for accommodation and are not homeless intentionally. Certain categories of household, such as pregnant women, families with children, young care leavers and households that are homeless due to an emergency such as a fire or flood, have priority need if homeless. Other groups may be assessed as having priority need because they are vulnerable if homeless due to, for example, old age, or physical or mental ill health, or because they are vulnerable as a result of being in prison, or care or as a result of becoming homeless due to domestic abuse.

16 Under the main housing duty housing authorities must ensure that suitable accommodation is available for the applicant and their household until the duty is brought to an end, usually through the offer of a settled home. The duty can also be brought to an end for other reasons, such as the applicant turning down a suitable offer of temporary accommodation or because they are no longer eligible for assistance. A suitable offer of a settled home (whether accepted or refused by the applicant) which would bring the main housing duty to an end includes an offer of a suitable secure or introductory tenancy with a local authority, an offer of accommodation through a private registered provider (also known as a housing association) or the offer of a suitable tenancy for at least 12 months from a private landlord made by arrangement with the local authority.

Suitable Accommodation

17 Housing authorities have various powers and duties to secure accommodation for homeless applicants, either on an interim basis, to prevent or relieve homelessness, to meet the main housing duty or as a settled home. Accommodation must always be 'suitable' and there are particular standards set when private rented accommodation is secured for households which have priority need.

18 Under the Homelessness (Suitability of Accommodation) (England) Order 2003, Bed & Breakfast accommodation is not considered suitable for families with children and households that include a pregnant woman, except where there is no other accommodation available, and then only for a maximum of six weeks.

Intentional homelessness

19 A person would be homeless intentionally where homelessness was the consequence of a deliberate action or omission by that person. A deliberate act might be a decision to leave the previous accommodation even though it would have been reasonable for the person (and everyone in the person's household) to continue to live there. A deliberate omission might be non-payment of rent that led to rent arrears and eviction despite the rent being affordable.

20 Where people have a priority need but are intentionally homeless the housing authority must provide advice and assistance to help them find accommodation for themselves and secure suitable accommodation for them for a period that will give them a reasonable chance of doing so.

21 If, despite this assistance, homelessness persists, any children in the household could be in need under the Children Act 1989, and the family should be referred (with consent) to the children's social services authority.

Local connection and referrals to another authority

22 Broadly speaking, for the purpose of the homelessness legislation, people may have a local connection with a district because of residence, employment or family associations in the district, or because of special circumstances. (There are exceptions, for example residence in a district while serving a prison sentence there does not establish a local connection.) Where applicants meet the criteria for the relief duty or for the main housing duty, and the authority consider the applicant does not have a local connection with the district but does have one somewhere else, the housing authority dealing with the application can ask the housing authority in that other district to take responsibility for the case. However, applicants cannot be referred to another housing authority if they, or any member of their household, would be at risk of violence in the district of the other authority.

23 The definition of a 'local connection' for young people leaving care was amended by the Homelessness Reduction Act 2017 so that a young homeless care leaver has a local connection to the area of the local authority that looked after them. Additional provision is made for care leavers who have been placed in accommodation, under section 22A of the Children Act 1989, in a different district to that of the children's services authority that owes them leaving care duties. If

they have lived in the other district for at least 2 years, including some time before they turned 16, they will also have a local connection with that district until they are 21.

Reviews and Appeals

24 Housing authorities must provide written notifications to applicants when they reach certain decisions about their case, and the reasons behind any decisions that are against the applicant's interests. Applicants can ask the housing authority to review most aspects of their decisions, and, if still dissatisfied, can appeal to the county court on a point of law.

25 Housing authorities have the power to accommodate applicants pending a review or appeal to the county court. When an applicant who is being provided with interim accommodation requests a review of the suitability of accommodation offered to end the relief duty, the authority has a duty to continue to accommodate them pending a review.

Conclusions

26 Preparing for implementation is taking a considerable and sustained effort from the Housing Options team. The changes require a dramatic shift in homelessness operations, and although we feel well placed to make the change because of the emphasis we have placed on prevention, the new legislation still requires changes to procedures, software, letters, training etc.

27 We have recognised the need for a software system that allows for efficient case management and have been trialling bespoke software that will support staff managing homeless applications.

28 Staff training is critical to effective implementation of the new scheme and a range of training opportunities have been provided to staff to help the smooth transition from the current familiar system, to the new approach.

29 The limited supply and difficulty in accessing temporary and permanent accommodation in the district will be a challenge for us, particularly the lack of supported housing for people who find it difficult to live independently in the community. Securing accommodation for eligible households that is affordable, suitably located and an appropriate size and type is a constant task for our team, and I fear with the anticipated higher demand the new legislation will encourage this task will be even harder to fulfil. It is how successful we are at this outcome that we will be judged on by applicants.

30 It will be a testing time for all authorities getting used to a radically different homelessness system. Our aim will be to deliver a service that prevents homelessness wherever possible and secures suitable housing for those homeless households who require our assistance.

Report to: **Housing Review Board**

Date of Meeting: 8 March 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 9

Subject: **Review of Housing policies**

Purpose of report: This report contains 16 Housing Policies for approval by the Board. It is important that we have an up to date suite of policies covering our approach to areas of housing policy where there is room for discretion and interpretation. We have set out our position as a landlord in the various policies and will need to monitor compliance, variations and application. We will also need to keep the policies under review and update when changes occur that impact on the stance we have adopted.

Recommendation: **That the Housing Review Board approve the attached Housing Policies.**

Reason for recommendation: To capture and maintain a clear and up to date position on key areas of housing policy.

Officer: Andrew Mitchell, Housing Needs and Strategy Manager
amitchell@eastdevon.gov.uk

Financial implications: No financial implications

Legal implications: The legal context for each policy is set out within that policy and requires no further comment here.

Equalities impact: Low Impact
All policies have been considered against equalities impacts.

Risk: Medium Risk
The council is required to have up to date policies that reflect and reinforce current practice.

Links to background information: • None

Link to Council Plan: Encouraging Communities to be Outstanding

Report in full

1. Housing Policies for Approval

- 1.1 The following policies are appended to this document for the approval of the Housing Review Board:

- Allocations Policy
- Anti-Social Behaviour Policy
- Car Park Management Policy
- Decant Policy
- Domestic Abuse Policy
- Garage Management Policy
- Gas Safety Policy
- Improvements to Council Properties Policy
- Income Management Policy
- Leasehold Management Policy
- Mutual Exchange Policy
- Recharging Policy
- Repossessions Policy
- Responsive Repairs Policy
- Succession Policy
- Void Management Policy

- 1.2 With the exception of the Anti-social Behaviour Policy, these policies have been reviewed by our Fraud and Compliance Officer and approved by the Strategic Management Team. We have used the corporate template to capture the various policies.
- 1.3 Service Managers responsible for the areas of activity have drafted the policies. A few have been in existence for some time and others are new. We may add to the list as issues arise and if the need for a stated policy position emerges.
- 1.4 It is important that we have a suite of policies setting out our policy position on areas of housing practice where there is discretion to provide clarity and guidance to tenants and staff. Housing management is diverse and complex in certain areas and adopting a clear position is helpful for all concerned. Having adopted policies is useful in enforcement and legal situations where we can point to a carefully considered and properly adopted position on a matter.
- 1.5 The policies will need to be reviewed periodically to ensure that they are up to date and relevant. Unless there are major legislative or policy changes most can be reviewed and refreshed. Any updated policies will come through the Board for approval.
- 1.6 We will be informing new and existing tenants of the new policies and policy updates, and placing them on the website.
- 1.7 The policies reflect current Housing Service practice and it is recommended that the Board approve them accordingly.

Policy Template

East Devon District Council

Housing Allocation Policy

Issue details	
Title:	Housing Allocation Policy
Version number	Version 1.0
Officer responsible:	Housing Enabling and Allocations Manager
Authorisation by:	
Authorisation date:	

1 Previous Policies/Strategies

Previously referred to Devon Home Choice policy

2 Why has the council introduced this policy?

- 2.1 To explain how the Council's Housing Service will use Devon Home Choice to allocate homes available for rent.

3 What is the council's policy?

3.1 Introduction

- 3.1.1 Housing Authorities are required by the Housing Act 1996 s166A (as amended by the Homelessness Act 2002 and the Localism Act (2011)) to have an allocation scheme for determining the priorities and defining the procedures to be followed in allocating affordable housing accommodation.
- 3.1.2 East Devon District Council (EDDC) has a housing stock of 4320 dwellings as of November 2017. In addition to this, there are a number of Registered Providers (RPs) operating within east Devon.
- 3.1.3 Devon Home Choice (DHC) is the Choice Based Lettings scheme adopted by EDDC and the majority of RPs operating within Devon. Housing is allocated through this jointly operated Choice Based Lettings Scheme.
- 3.1.4 The Housing Allocations team co-ordinates and maintains East Devon DHC housing waiting list. The team is responsible for the allocation of the Council's own housing stock. The Allocations team works in partnership with other Registered Providers (RPs) of affordable housing within East Devon. Where appropriate, the Council will provide nominations to other RPs, where required following a bidding process.

- 3.1.5 The DHC scheme is very prescriptive and sets out how RPs and Local Authorities will label (give preference to certain applicants where necessary) and let their own properties.
- 3.1.6 It sets out how the circumstances of housing applicants will be verified to ensure that they are eligible for an offer. Individual RPs have their own allocation policies and will verify applicant's details to ensure they meet the criteria contained within them.
- 3.1.7 This policy offers an explanation of when the preference labels (as defined by DHC) will be used and methods for validation of the label. Each of these labels has a definition. Some properties may be excluded from the DHC Scheme for management reasons as listed in this policy. This policy will ensure that the procedures of EDDC are adhered to in line with the provisions of the DHC scheme and should be read in conjunction with it. Further information about DHC can be found at www.devonhomechoice.com.
- 3.1.8 In delivering our Allocations Policy, the Council will seek to meet the following objectives:
- To operate a scheme which is open, fair, and consistent within the District
 - To improve accessibility and services for vulnerable applicants
 - To allow applicants to understand and control their housing situation so they may make informed decisions on their housing options
 - To enable access to a wide range of housing options, services and advice to find the best solution to meet particular needs
 - To prevent homelessness and to reduce the use of temporary accommodation through an effective prioritisation scheme
 - To make best use of the housing stock within the District
 - To be compliant with current legislation.
 - Ensuring the validity of applications by cross checking and verifying information provided e.g. medical evidence, proof of address, earnings and benefits etc.

3.2. Scope

- 3.2.1 The Council also uses DHC to assess housing need. The system allows applicants to make a choice about the housing which will best meet their needs, from the options that are available, whilst still meeting the Council's statutory duties to those in greatest housing need.
- 3.2.2 When an applicant has been accepted onto Devon Home Choice, they will be able to view properties that the Council and RPs are advertising on the system. The advertisements will provide details of the property, the rent to be charged and the tenure the property is offered under. Applicants will then be able to apply/bid for the property of their choice as long as they meet the relevant qualifying criteria.
- 3.2.3 Currently, properties are advertised on a weekly basis. At the close of the bidding the Landlord will consider the shortlist of applicants and select

the applicant who meets the need for the property, consideration will be given to banding and time on the housing register. A check will be done to ensure that the allocation would make best use of the property.

- 3.2.4 Feedback on the bidding cycles is published on the DHC website at the end of each quarter of the financial year. This provides information on successful lets.
- 3.2.5 Under the Localism Act 2011, EDDC has taken the opportunity to restrict access to the housing register and to prioritise those in the most housing need. This is on the basis that the supply of affordable housing does not currently meet the demand. Housing is a limited resource which needs to be targeted at those in the greatest housing need.
- 3.2.6 Access to the housing register will be via an application through the DHC website. For potential applicants unable to utilise this facility a telephone application may be accepted. Special arrangements will be made for potential applicants unable to access Devon Home Choice through these routes. Housing Allocation Officers will be able to provide advice and assistance, if required.
- 3.2.7 The Housing Allocations team can provide guidance and will offer realistic advice in terms of the chances of success. Evidence of an applicant's housing history; income and family make up will be required.
- 3.2.8 On completion of the DHC application form and the receipt of any additional information or supporting evidence relating to the applicant's eligibility and housing need, a relevant priority for the applicant will be awarded. The application will be reviewed by a Housing Options officer to ensure that the banding is correct. Further verification of the information provided by the applicant may be required.

3. Eligibility

- 3.3.1 Anyone over 16 years of age and over can apply to the housing register if they are eligible. However this does not guarantee housing under the scheme, as, by law, there are defined groups of applicants who cannot be re-housed. An applicant's eligibility for the scheme will be assessed before access is given to complete an application. It may be necessary to provide evidence of eligibility during the process which will include at least 5 years of past housing history. East Devon cannot provide accommodation to ineligible applicants.
- 3.3.2 Applicants under the age of 18 will only be considered with a guarantor. Upon their 18th birthday they will be required to sign a tenancy agreement. 3.2 Under the Housing Act (1996) as amended by the Homelessness Act 2002 and the Localism Act (2011), Local Authorities must consider whether applicants are eligible for housing assistance. This relates to some applicants who may have been living abroad or who do not have permanent permission to remain

in the UK. Some applicants will be ineligible, whether or not they are subject to immigration control. Regulations relating to this may be updated regularly.

3.4. Who is not eligible?

3.4.1 The Council cannot by law allocate housing accommodation to anyone who is subject to immigration control within the meaning of the Asylum and Immigration Act (1996) unless they fall within a class exempted from this restriction by Government regulations.

3.4.2 In addition, the Council cannot, by law, allocate housing accommodation to other classes of persons from abroad if Government regulations dictate we cannot. Please visit the DHC website for more information relating to non-eligible applicants.

3.5. Other Further Restrictions

3.5.1 Under the Localism Act, the Council can further restrict applicants from being included onto the housing register. These will include circumstances where:

- Applicants or members of their household have been found guilty of unacceptable behaviour making them unsuitable to be a tenant at the time an application is made unless a proven sustainment of good behaviour for a period (normally 12 continual months) is provided. Behaviour is deemed unacceptable only if it is of a kind that would entitle a landlord to a Possession Order.
- An existing social housing tenant/licensee requests a transfer but has not maintained their current property to an acceptable standard; or has accrued rent arrears or other charges or debts; or has proven instances of anti-social behaviour (ASB). Evidence of sustained debt clearance, good behaviour and engagement with a Landlord, normally for a period of 12 months will be needed as well as an affordability assessment. A letter of support/ reference for a transfer will need to be provided from the Landlord.
- An existing private tenant/licensee has not maintained their current property to an acceptable standard; or has accrued rent arrears or other charges or debts; or has proven instances of ASB. Evidence of a sustained attempt at debt clearance, an affordability assessment will be required and/or good behaviour and engagement with a Landlord, normally for a period of 12 months, may be taken into account. A letter of support / reference for a transfer will need to be provided from the Landlord.
- Applicants have current or former rent arrears or have accrued other property related charges unless there has been a sustainment of debt clearance and attended an affordability assessment for a period, normally 12 months.

- Applicant's assets and or total household income levels where it is assessed that the private housing market can provide for their housing needs. Households with a gross household income more than six times higher than the relevant Local Housing Allowance level prevailing in Devon / Exeter / Dorset at the time will normally be considered to be able to meet their own housing need, either through private purchase or rent. Such households will be classed as No housing need band and removed from the Devon Home Choice register. (See income/saving levels).

Maximum Household Income Levels

East Devon is divided into three Local Housing Allowance areas:

Exeter, Mid / East Devon, and Mid /West Dorset.

Exeter	Max Household Income Level	Assets/Savings
Shared Acc Rate	£23,194	£16,000
1 Bedroom	£36,354	£16,000
2 Bedroom	£44,066	£16,000
3 Bedroom	£51,414	£16,000
4+Bedroom	£68,212	£16,000

Mid/East Devon	Max Household Income Level	Assets/Savings
Shared Acc Rate	£20,810	£16,000
1 Bedroom	£30,251	£16,000
2 Bedroom	£39,408	£16,000
3 Bedroom	£47,143	£16,000
4+Bedroom	£59,991	£16,000

Mid/West Dorset	Max Household Income Level	Assets/Savings
Shared Acc Rate	£20,810	£16,000
1 Bedroom	£33,053	£16,000
2 Bedroom	£42,721	£16,000
3 Bedroom	£50,263	£16,000
4+Bedroom	£62,428	£16,000

Accessible Supported Accommodation (Sheltered)

Exeter	Max Household Income Level	Assets/Savings
1 Bedroom	£	£120,000
2+ Bedroom		£130,000

Mid/East Devon	Max Household Income Level	Assets/Savings
1 Bedroom		£120,000
2+ Bedroom		£130,000

Mid/West Dorset	Max Household Income Level	Assets/Savings
1 Bedroom		£120,000

2+ Bedroom	£130,000
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- Applicants have been evicted from mortgaged properties where the property was deemed to be affordable for them.
- Applicants have been removed from DHC waiting list for 3 refusals and will remain excluded for a further 12 months.

3.6. Notifying an ineligible or non-qualifying customer

- 3.6.1 Applications from ineligible or non-qualifying applicants will not be accepted on to the DHC Housing register. The applicant will be notified of the decision of ineligibility or non-qualification and the grounds for the decision.
- 3.6.2 If an applicant is accepted onto the DHC register, but subsequently becomes ineligible, their housing application will be removed and the applicant notified. Under such circumstances, any offer of accommodation that may have been made will be considered null and void and rescinded. Applicants found to be ineligible or non-qualifying have the right to ask for a review of the decision.
- 3.6.3 Mitigation of behaviour that has led to exclusion or non-acceptance may be taken into account as will circumstances where applicants are excluded but are deemed to be at risk if they do not move. In both cases a sustained programme of monitored engagement with the Councils Housing Options Officers will be expected.

3.7. Assessment of housing need

- 3.7.1 All applicants who are accepted onto the DHC Housing Register will have their application assessed and be awarded an appropriate band based on an assessment of their housing need in accordance with the allocations scheme. The band categories are defined in the DHC scheme. See www.devonhomechoice.com for current policy. This is to ensure that the Council meets its legal obligations as set out in the Housing Act (1996) amended by the Homelessness Act (2002).

3.8. Reasonable Preference

- 3.8.1 By law Local Authorities must award 'reasonable preference' to certain categories of applicant:
- Applicants who are homeless within the meaning of part 7 of the Housing Act 1996 (including those who are intentionally homeless and those not in priority need).
 - Applicants who are owed a duty by any Housing Authority under the Housing Act 1996 section 190 (2), 193 (2) or 195 (2) or the Housing Act 1985 section 65 (2) or 68 (2), or who are occupying accommodation secured by any such Authority under section 192 (3).
 - Applicants who are occupying insanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions.
 - Applicants who need to move on medical, support or welfare grounds, including grounds relating to disability.

- Applicants who need to move to a particular locality in the district of the Authority where failure to meet that need would cause hardship to themselves or others.
- The DHC allocations scheme is based on a banded system which gives reasonable preference to the above categories of applicants along with additional preference given to current or former members of the armed forces, their spouses or civil partners, as set out below. Further additional preferences may be applied to meet local and/or other legislative priorities.

3.9 Additional Preference

3.9.1 Under the provisions of The Housing Act 1996 (Additional Preference for Armed Forces) (England) Regulations 2012 additional preference is given to applicants who fall within one, or more, of the statutory reasonable preference categories and are in urgent housing need: (These are detailed in the current Devon Home Choice Policy).

- Serving members of the regular forces who are suffering from a serious injury, illness or disability which is wholly or partly attributable to their service
- Former members of the regular forces
- Bereaved spouses or civil partners of those serving in the regular forces where:
 - (i) the bereaved spouse or civil partner has recently ceased, or will cease to be entitled, to reside in Ministry of Defence accommodation following the death of their service spouse or civil partner, and
 - (ii) the death was wholly, or partly, attributable to their service
- Existing or former members of the reserve forces who are suffering from a serious injury, illness or disability which is wholly, or partly, attributable to their service
- For the purpose of eligibility and assessment of financial status any compensation payment for an injury or disability sustained on active service will be disregarded.

3.10 Local connection

3.10.1 Local connection for the housing register is deemed as an applicant who:

- Has lived in the district for the least 6 of the 12 months
- Has lived in the district for at least 3 out of the last 5 years; or
- Has a contract of permanent employment within the district;
- or
- Has a close family connection¹ with someone who currently lives in the district and has done so for 5 or more years.

¹ Close family connection is defined as a person who is a parent, spouse, civil partner, child or sibling of the applicant or someone who, in the opinion of a Housing Allocation officer, has a relationship with the applicant that can be construed as a close family connection even though not related by blood.

- EDDC has the right to allocate applicants with a local connection to East Devon and includes property in Designated Isolated Area's (DRA) (list of DRAs appendix A)

3.11 Exceptions to Local Connections

3.11.1 The only exceptions to these criteria, and subject to the property are:

- i) Homeless applicants (where-by the local connection criteria as laid down by the Housing Act 1996 as amended by the Homelessness Act 2002 would apply, reference section 18.22 of the Homelessness Code of Guidance)
- ii) The applicant was placed or relocated outside the district due to illness, need for temporary accommodation, military service, and provision of care or other exceptional circumstances and needs to return to live in the district.
- iii) The applicant needs to relocate from another district to escape violence or harm.
- iv) The applicant needs to relocate to the district to receive support to rehabilitate and integrate back into the community.
- v) The applicant as defined by the Allocation of Housing (qualification Criteria for Armed Forces) (England) Regulations 2012 (SI2012/1869) is
 - a) A person currently serving in the regular forces or who has served in the regular forces at any time in the five years preceding their application
 - b) A bereaved spouse or civil partner of a person serving in the regular forces where their entitlement to accommodation with the Ministry of Defence has ceased and the death of that person was wholly or partly attributable to that person's service.
 - c) An existing or former member of the reserve forces who has suffered from a serious injury, illness or disability which is wholly or partly attributable to their service.
- vi) The applicant is an existing social housing tenant (in England) who is employed within East Devon, or who has an offer of employment within East Devon and a genuine intention to take up the offer, and has a reasonable preference to move to the area to avoid hardship

3.12. Application Review

3.12.1 Regular annual reviews will be undertaken to check that applicants have been bidding for properties and that information provided is up to date. Applicants who wish to remain on the waiting list must complete the online form or complete a review with a Housing Allocations officer. If there is no response within 14 days of contacting an applicant who has not been bidding, the application will be deemed to have been cancelled and the customer notified of this in writing. Reviews will be implemented by using the Devon Home Choice review systems. Applicants who are subject to being cancelled/removed from the system will be checked for any vulnerability.

3.13 Non-bidding Review

3.13.2 Those applicants who have not bid on a property within the last 6 months will be contacted and advised that they are to be removed from the register if they do not bid on properties each month.

3.13.2 Applicants wishing to remain on the register must contact the Allocation team to explain why they have not been bidding. Only where there is a justifiable reason for non-bidding, for example, if someone needs an adapted property or has a requirement to be in a specific location and no properties having been available within the 6 month period, the applicant will be allowed to remain on the register.

3.14 Refusal of offers

3.14.1 An applicant's position within the register may be affected if they continually refuse an offer of accommodation which they have bid for and have successfully been offered. An applicant will have their banding reduced to the minimum band following the refusal of at least 3 properties in such circumstances unless there were acceptable reasons for those refusals or the application may be cancelled, the final decision will be referred to the Housing Enabling and Allocations Manager.

3.15 Refusal of offers by homeless applicants

3.15.1 Applicants who have been accepted as being owed a duty by the Council under the homelessness legislation will be awarded Band B. Applicants will be entitled to bid for properties in the same way as other applicants. If an applicant is not active in bidding for properties, the Housing Options team may make bids on their behalf on properties they deem suitable for the applicant.

3.15.2 Where a homeless applicant is allocated a property through the housing register process, EDDC has a responsibility to determine the suitability of the allocation. This will be determined in the light of the household's particular circumstances and with regard to the housing conditions prevailing in District at the time.

3.15.3 Where a homeless applicant is offered a property in discharge of the full homeless duty, but does not feel it is a suitable offer, they have the right to

request a review of the offer. Applicants will be advised to accept the offer whilst the review is carried out. If, on review, the property is felt to be a reasonable offer, no further offers of accommodation will be made and the Council will discharge its duty. If the applicant is in temporary accommodation provided by the Council, the applicant will be given notice to leave that accommodation. If, on review, the property is felt to be unsuitable then a further offer of suitable accommodation will be made. The timescale for this will be dependent on the type and size of property required.

3.16 Cancelling an Application

3.16.1 An application will be cancelled from the housing register in the following circumstances:

- At the applicant's request.
- If the applicant becomes ineligible for housing.
- When the applicant has been adequately and appropriately rehoused including into the private rented sector. Applicants are expected to update DHC, as a consequence the DHC banding will be reduced to E band.
- Where an applicant fails to ensure that the information in their application is up to date, their application will be suspended.
- When the applicant purchases a property/shared ownership property.
- When an applicant fails to bid in a 6 month period and provides no justifiable reason for not bidding.
- Where an applicant moves and does not provide contact details. In this case the application will be suspended, unless no response is received.
- An executor or personal representative notifies the Council that an applicant is deceased (unless the rest of the household still needs rehousing).
- Where an applicant has omitted to include information on their application which makes them ineligible for housing? (For example criminal convictions).
- Applications can be suspended for a period of up to two years if information is found to be false, omitted or considered to be misleading.
- An applicant can appeal their suspension decision by contacting the council in writing, addressing their appeal to the Housing Needs & Strategy Manager.

3.16.2 When an application is cancelled, we will contact the applicant or their representative, either by email or letter, to notify them. Where an applicant has been highlighted as vulnerable, the customer's circumstances will be verified before an application is cancelled. The applicant has a right to ask for a review of the decision.

3.16.3 Where an applicant wishes to re-join the housing register at a later date, their application date will be the date they reapply, this will only apply under a change of circumstances.

3.17 Direct Lets

3.17.1 In certain circumstances, the Council in agreement with a landlord may allocate properties directly to applicants without them being advertised. Illustrative examples of direct lets are as follows:

- Where a property is needed urgently to deal with an emergency or to provide temporary accommodation for a homeless family.
- Where in exceptional circumstances an offer is required to prevent the homelessness of an applicant who would otherwise be requiring temporary accommodation.
- Where an allocation is required to ensure protection of the public, for example, following a decision made by a Multi-Agency Public Protection Panel meeting or to fulfil agreements made with offender management services, or where a customer has been referred as part of the Allocation Scheme or where an applicant has been referred as part of the witness protection scheme.
- Where an applicant's home is being repaired and they need to be moved from.
- The property on a temporary or permanent basis.
- Where an applicant has a specific need for support/adaptations. If they remained in their current accommodation it would cause unnecessary hardship e.g. unable to meet their basic needs.

3.17.2 Direct lets will be agreed by a senior officer at the Council and a senior officer at the relevant Housing Association/Registered Provider.

3.18 Sensitive lets

3.18.1 On occasion, landlords may request some properties to be advertised as sensitive lets.

3.18.2 This may be because of ASB problems and the need to ensure the right mix of tenants in an area. Sensitive lets will be agreed between the landlord and the Housing Enabling and Allocation Manager or the Service Manager. This may result in applicants on the top of the short list being bypassed for a more appropriate applicant.

3.19 Adapted Properties

3.19.1 The Council has a number of properties including bungalows which were specifically developed for elderly or vulnerable people. EDDC now give's consideration to applicants, who may not be classified as just elderly persons, but have a verified need for this type of property.

3.19.2 Some properties have been adapted and may contain one or more of the following; level entry shower, wet room, ramps, stair lift, lowered kitchen, ground floor kitchen and bathroom extensions. These homes will be labelled to show that the property has been identified as having adaptations suitable for someone who would benefit from them. Preference will be given to those with a need for that type of accommodation.

3.20 Local Lettings

3.20.1 Some properties are built to meet identified local needs of a particular parish or community and have local lettings criteria attached to them. Preference will be given to applicants who have a local connection meeting those criteria, as stated in the Section 106 planning agreement. These agreements will be highlighted in the property advert. Full details of the agreement are listed in the Nomination Agreement for the specific development site.

3.21 Sheltered Accommodation

3.21.1 To qualify for an EDDC sheltered property the applicant must have an evidenced support need.

3.21.2 Some properties via RPs are age restricted specifically and will be prioritised to applicants over a certain age. In exceptional circumstances a younger person with particular support needs which are not able to be met elsewhere may be allocated such accommodation. This will be achieved via a direct let.

3.22 Departure from Local Connection Requirements

3.22.1 Examples of such situations are detailed below although this is not an exhaustive list.

3.22.2 Allocation of specialist housing where there are a limited number of eligible applicants through the normal allocations process and where that accommodation would otherwise remain unused.

3.22.2 Decisions in exceptional circumstances will be taken by the Housing Enabling and Allocations Manager.

3.22.3 The following decisions are made outside of Part 6 of the Housing Act 1996, and are outside the scope of the Allocations Policy:

- Succession on a tenant's death
- Assignment to a person who would be qualified to succeed to the tenancy on the tenant's death
- Transfer of the tenancy by a court under family law provisions;
- An order made under the Civil Partnership Act 2004,
- Transfers initiated by the Local Housing Authority
- Acceptance of a surrender and re-granting of tenancy to another partner

3.22.4 Individual RPs will have their own policies which will apply in the circumstances.

3.22.5 The provisions of part 6 of the Housing Act 1996 do not apply to an allocation of housing accommodation to a person who is already a secure or

introductory tenant unless the allocation involves a transfer of housing accommodation for that person and is made on his application.

3.23 Changes to the Allocations Policy

3.23.1 The Council reserves the right to expand, change or alter any element of East Devon Allocations Policy as and when required to meet changes in housing need, capacity, operational exigencies, resources and legislation.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service

High

Click here to outline the equality considerations which should include any particular adverse impact on people with protected characteristics and actions to mitigate these.

5 Appendices and other relevant information

None

6 Who authorised the policy/strategy and date of authorisation.

Click here to enter who authorised the policy/strategy and when.

7 Related Policies/Strategies, Procedures and Legislation

- a. Devon Home Choice Policy Manual – www.devonhomechoice.com
- b. Devon Home Choice User Guide
- c. Local Lettings Policy
- d. Designated Isolated Areas

8 Policy date for review and responsible officer

Housing Needs & Strategy Manager, review date March 2020

East Devon District Council

Anti-Social Behaviour Policy

Issue details	
Title:	Anti-Social Behaviour Policy
Version number	Version 1.6
Officer responsible:	Landlord Services Manager
Authorisation by:	
Authorisation date:	

1 Previous Policies/Strategies

[Click here to add information on old policies/strategies being superseded.](#)

2 Why has the council introduced this policy?

- 2.1 East Devon District Council recognise that all tenants have a right to the peaceful enjoyment of their home. Equally, every tenant has the responsibility not to interfere with their neighbour's right to the peaceful enjoyment of their home.
- 2.2 This policy will enable EDDC to deliver a proportionate, reasonable, fair and flexible response to anti-social behaviour.

3 What is the Council's Policy?

3.1 Scope and purpose of this policy document

- 3.1.1 This document supports East Devon District Council's vision statement and is intended to fulfil the requirements of section 218A of the Housing Act 1996 (as inserted by section 12 of the Anti-Social Behaviour Act 2003) with regard to the publication of the policies and procedures of a local housing authority in relation to anti-social behaviour.
- 3.1.2 It tells you what anti-social behaviour (ASB) is and sets out the guiding principles for those officers in the Council who deal with ASB.
- 3.1.3 It says what we want our services to achieve for people experiencing ASB, and sets out the principles on the kind of service level and quality we aim to provide.
- 3.1.4 This document does not say how we will deal with ASB on a day-to-day basis; this is covered in our procedures document.

3.2 Our responsibilities

3.2.1 East Devon District Council has a wide range of responsibilities in dealing with ASB.

3.2.2 As a social landlord, we have a duty, under the Anti-social Behaviour Act 2003 to respond to ASB affecting the properties we manage. Our landlord duties and powers are different from, and usually act in addition to, the duties and powers we have to deal with ASB in the wider community. In this document (and the procedures document) we will make it clear when a policy or a power applies only to Council tenancies. We now have a range of additional powers to take action against those causing ASB under the new Anti-social Behaviour, Crime and Policing Act 2014.

3.2.3 In our role as a statutory member of the East Devon & Mid-Devon Community Safety Partnership, we must work with the police and other agencies to reduce crime and disorder in East Devon under the Crime and Disorder Act 1998. In this role we play a key part in dealing with ASB of all kinds and also undertake project and preventative work.

3.2.4 We recognise that left unchallenged, anti-social behaviour can have a significant negative impact on the lives of our residents.

3.2.5 By the use of these methods we'll deliver a proportionate, reasonable, fair and flexible response to anti-social behaviour.

- We will make use of the powers, orders and mechanisms available to us to deal with anti-social behaviour.
- We will participate in joint working with partner agencies.
- We will place victims and witnesses at the centre of our procedures.

3.3 Definition of Anti-Social Behaviour

3.3.1 Anti-social behaviour (ASB) is defined as “*conduct that has caused, or is likely to cause, harassment, alarm or distress to any person*”. This is the generally accepted term.

3.3.2 ASB is further defined under certain circumstances, as follows:

- For the purposes of an application to the courts by a housing provider, local authority or the police for a civil injunction: “conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises”;
- For the purposes of the housing management functions of a housing provider or local authority: “conduct capable of causing housing-related nuisance or annoyance to any person”

- For the purposes of ASB case reviews (the “Community Trigger”):
“behaviour causing harassment, alarm or distress to members or any member of the public”.
- Hate Crime threats of violence or intimidation because of an individual’s Race, Sexual orientation, Gender, Transgender, Religion, Disability
- Violence against a person
- Damaging property
- Verbal abuse and insults
- Intimidation, using or threatening violence
- Nuisance from pets
- Noise nuisance

3.3.3 Any person who has a concern as to whether they are being affected by anti-social behaviour should seek advice and assistance from their Housing Officer.

3.4 **Working in context**

3.4.1 Our work combating anti-social behaviour takes account of our many obligations and considerations. Our policy is part of the East Devon Safer Community Anti-Social Behaviour Strategy, designed to provide a balanced and co-ordinated approach to the prevention, identification and rectification of anti-social behaviour throughout East Devon.

3.5 **Our approach**

3.5.1 East Devon District Council working with all partner agencies is committed to using a wide range of measures to prevent and combat anti-social behaviour. Some of these measures are:

- We have tenancy agreements that sets out anti-social behaviour approach.
- We will fully explain the tenancy agreement to all new tenants.
- We will use a wide range of measures to address anti-social behaviour including interviews, informal and formal warnings and Acceptable Behaviour Contracts (ABC’s).
- We will use the legal remedies that are available to us including civil injunctions, possession proceedings.

3.6 **How to make an Anti-social Behaviour report or complaint about an incident**

- 3.6.1 If our tenants and residents are suffering from any kind of anti-social behaviour we request that they report the problem as soon as possible to their housing officer.
- 3.6.2 Antisocial Behaviour reports can be made in person, in writing, by telephone, by email or through a third party, for example through a councillor, friend or relative. However, the third party will not be able to obtain any information about your report
- 3.6.3 Complaints can also be made anonymously, however this may restrict the amount of investigation and action we can undertake and won't allow us to provide the complainant with information and support. We would recommend therefore, that complainants give us their name and address. This will not be revealed to any other party without the consent of the complainant.
- 3.6.4 It is important that problems are reported promptly. There are several reasons for this:
- It allows us to give advice and support to the people who are suffering as a result of the behaviour from an early stage.
 - It allows us to take prompt action in dealing with the issues.
 - It may be possible to solve minor issue(s) very quickly.
 - Very serious incidents can be dealt with swiftly, thereby protecting our residents.
- 3.6.5 Upon receipt of a complaint or anti-social behaviour report we will:
- Record the complaint.
 - Acknowledge and respond to the complaint, initially this will usually be by the Housing Officer for the area. If the problem is serious and/or continues after initial action has been taken the case will be referred to the Legal Services via the Housing Matters Forum.
 - Interview the complainant and develop an initial action plan, in consultation with the complainant where known, to investigate the problem.
 - Consider whether mediation is appropriate and, if so, offer this to the complainant and then to the other party involved in the problem(s).
 - Investigate as far as possible every complaint, even when reported anonymously, unless the case is to be referred to mediation.
 - Take timely, effective and consistent action to tackle the problems by utilising the range of measures available to us. This will include working with our partner agencies.
- 3.6.6 If mediation is considered inappropriate or is refused, the action plan will usually involve assisting us by gathering further evidence of any further incidents or ongoing problems. This is likely to involve the complainant keeping a diary of further incidents (diary sheets will be supplied). It's important that these are completed as soon as possible after an incident has occurred and supply as much detail as possible. This will enable us to:
- Assess objectively the level of the problem.

- Assess the success of any action we take.
 - Build a case for further action.
 - Take further action.
- 3.6.7 If for any reason the complainant is unable to complete diary sheets, for example due to learning or sensory disabilities, literacy problems or language barriers, alternative methods of information collection can be used.
- 3.6.8 All information supplied to us will be treated as confidential and the identity of the complainant **will not** be revealed without their permission or where the need to take the matter to court requires this to be disclosed. However, there may be instances where we cannot take any further action without revealing the identity of the complainant. This will be fully discussed with the complainant and their permission gained before we will proceed. It's important that the complainant gives due consideration to this as it may become impossible for us to take any action to address the problem if permission is not given. No legal action will commence if permission is not obtained.
- 3.6.9 When full information has been obtained from the complainant it will usually be necessary to consider securing other supporting evidence,
- Contacting others who may have been affected by the conduct.
 - Issuing incident diary sheets to witnesses.
 - Interviewing the alleged perpetrator.
- 3.6.10 The following possibilities will be considered only in the most serious of cases working with the police and other support agencies, these will be used as an exception and are not considered without police support and senior officers consideration:
- CCTV surveillance of the area where the problem has occurred.
 - Use of professional witnesses.
- 3.6.11 Whatever the outcome of the assessment, contact will be maintained with complainants and witnesses throughout this process and they will be kept informed of the outcome.
- 3.6.12 If no further complaints are received the case may be closed, but no case will be closed until a check has been made with all complainants and witnesses. A new case may be opened at a later date if subsequent complaints are received.
- 3.6.13 If however, further complaints are received despite the initial action or if the case is deemed to be serious or urgent, the case will then be referred to the Legal Services and Housing Matters Forum for further action.
- A letter will be sent to all concerned informing them of this and providing contact details of the Housing Officer who will be dealing with the case. At any time during this process, serious or urgent cases will be referred to the Legal Services and Housing Matters Forum immediately.

3.6.14 The case will then be assessed and an appropriate course of action taken. Further investigations need to be made. These should be carried out as quickly as possible and the case should be reviewed and reassessed within an agreed timescale. Actions that may be considered, include but are not limited to:

- No action required because there's no case to answer.
- Informal resolution where an understanding has been reached.
- Warning letters and formal cautions.
- Acceptable Behaviour Contracts (ABCs).
- Referral to another agency.
- Environmental Health Action for Statutory Nuisance.
- Injunctions (if the case involves violence or threats of violence it may be possible to obtain an emergency injunction with exclusion and power of arrest) without notice.
- Undertakings.
- Possession proceedings.

3.7 Supporting witnesses and complainants

3.7.1 We recognise that the participation of witnesses and complainants is central to success in dealing with anti-social behaviour. We'll do this by dealing with complaints promptly and keeping witnesses informed. We'll also offer real and practical support by a number of initiatives, including:

- Providing home security measures.
- Providing panic alarms in serious cases.
- Liaising closely with the police.
- Using our officers as professional witnesses.

3.8 Multi agency working

3.8.1 We will engage in collaborative work with other agencies in order to deter or prevent anti-social behaviour and to rehabilitate those who have engaged in such behaviour. We'll support and make referrals to the Devon Mediation Service to encourage resolution of disputes by consensus at the earliest possible stage, where it is appropriate for mediation to be offered.

3.8.2 We will work with agencies to engage support for tenants whose tenancies are at risk by reason of ASB. We'll participate in the Crime and Disorder partnership meetings and will access intervention services from agencies such as mental health, drug and alcohol services and counselling services.

3.8.3 We will work with our partner agencies in a manner that will combine and co-ordinate our efforts to best effect. We identify our principal partners in this activity as the police, the Community Safety team and our fellow social landlords.

3.8.4 We will complete and maintain data exchange protocols with our partner agencies to facilitate this collaborative work.

3.9 **Our staff**

3.9.1 Our staff are central to the delivery of our response to anti-social behaviour. We will make a commitment to protecting our staff when they are personally subjected to offensive conduct, behaviour and threats.

3.9.2 We will train our staff to ensure that they are aware of the issues of anti-social behaviour, the remedies which they can access and their role in the procedure.

4 Equality impact considerations the policy is high relevance to equality if it has a big impact on residents and users of the service
High

5 Appendices and other relevant information

6 Who authorised the policy/strategy and date of authorisation.

[Click here to enter who authorised the policy/strategy and when.](#)

7 Related Policies/Strategies, Procedures and Legislation

Anti-social Behaviour, Crime and Policing Act 2014.

Anti-social Behaviour Act 2003

East Devon Safer Community Anti-Social Behaviour Strategy

Housing Act 1996

EDDC Domestic Abuse Policy

Possession of Council Homes and Garages Policy

8 Policy date for review and responsible officer

8.1 The Landlord Services Manager will review the policy in February 2020.

Policy Template

East Devon District Council

Car Park Management Policy

Issue details	
Title:	Car Park Management Policy
Version number	Version 1.0
Officer responsible:	xxxx
Authorisation by:	xxx
Authorisation date:	

1 Previous Policies/Strategies

[Click here to add information on old policies/strategies being superseded.](#)

2 Why has the council introduced this policy?

- 2.1 We recognise that tenants and residents in some areas have no or limited means of transport and rely on a car. Many of our estates were built when levels of car ownership were not so high. Tenants and residents are encouraged to use Council car parks to reduce congestion on roads, to reduce parking issues and to promote safer communities.
- 2.2 This policy explains how Landlord Services will manage car parking on Council land which is utilised by a range of users, such as Council tenants, leaseholders, owner occupiers, tenants of Registered Providers and private landlords.

3 What is the council's policy?

- 3.1 This policy covers the following points:

- Parking responsibilities
- Inconsiderate parking
- Liability for theft, damage and vandalism to vehicles
- Maintenance of housing estate car parks

3.2 Definitions

- 3.2.1 The following definitions apply to this policy:

- **Resident** – any Council tenant, registered provider or private tenant, lodger, leaseholder, owner-occupier or business user.
- **Tenant** – means anyone who holds a Council tenancy or is a leaseholder with EDDC.
- **Vehicle** – any car, motorcycle, caravan, trailer, trailer tent, motorhome, van, lorry, horsebox, boat, motor scooter or similar.

- **Council Housing land** – is land owned by EDDC Housing Services.
- **Council property** – An EDDC home including gardens or shared communal areas.
- **Abandoned vehicle** - any vehicle which the owner no longer wants that has been left on Council land. The vehicle may be in poor condition, unmoved for some time or have no valid insurance or tax.
- **Non-roadworthy vehicle** - any vehicle that is not fit to be legally driven on public road, vandalised or parked on Council land and could potentially be a danger to others including where tyres have been removed, smashed windows.

3.3 Our parking responsibilities

3.3.1 Increased car ownership can lead to congestion on our housing estates and escalate parking issues. As part of our day to day estate management and in relation to our car park management we are responsible for the following:

- Implementing car parking controls is at the discretion of the Local Housing Authority, Landlord Services on how they are implemented and enforced;
- Taking appropriate action to manage car parks efficiently and effectively;
- Taking appropriate action to resolve issues, for example unauthorised and inconsiderate parking or nuisance;
- Removing offensive graffiti within one working day of being notified;
- Acting swiftly to contact the owner of a vehicle where an unauthorised or abandoned vehicle is parked on Council land before arranging the vehicle's removal and disposal. However, where this has failed, we may give due notice to remove the vehicle before arranging for its removal and disposal;
- Taking appropriate enforcement action, where required; including recharging all costs incurred and legal proceedings, where appropriate.

3.4 Resident parking responsibilities on Housing Services land

3.4.1 We manage parking using the resources available and ask that tenants and residents take responsibility for parking. In order to do this we ask those who park on Council land or live on our estates including members of their household or visitors to their home, to:

- Park on a first come, first served basis;
- Not to park in designated parking space. Tenants/ Residents/ visitors should not to park in designated parking spaces including not parking in disabled allocated spaces or leaseholder bays where applicable;
- Not to leave untaxed, SORN, non-roadworthy or abandoned vehicles on Council land;
- Not to park commercial lorries, trailers, horseboxes, camper vans or caravans on Council land except where prior written consent has been obtained;

- Not to park any vehicle that exceeds three and half tonnes unladen weight on any Council land;
- Not to park or leave any vehicle on Council land other than in areas set aside for parking;
- Park vehicles considerately for neighbours and comply with Estate Management requests to move vehicles when requested;
- Avoid obstructing access to other properties, vehicles or access points;
- Allow accessibility for Emergency Services and Council vehicles;
- Avoid causing noise nuisance to neighbours or driving at an inappropriate speed around Council land;
- Not to carry out repairs to vehicles on Council land, except for, topping up windscreen washer fluid, oil or water, changing one tyre, putting in a new sound system or changing windscreen wipers. It is not acceptable to change oil;
- Precautions must be taken to minimise the possibility of an outbreak of fire, and any vehicle materials must be disposed of correctly; not to use any welding equipment;
- Not use any power tools to undertake car maintenance.
- Avoid playing loud music from vehicles parked on Council land;
- Not park any vehicle where it will churn up the grass verge;
- Display permits prominently in vehicles, either on the dashboard or windscreen including Blue Badges;
- Not sell or exchange a permit with another person; this can lead to the withdrawal of a permit to use on Council land;
- Not use Council land for the purpose of accommodation, such as camping or living in a caravan;
- Avoid rigging up any cables (e.g. generators or power cables) from a property to a vehicle parked on Council land;
- Not chain, tie or restrain any animal to a vehicle to graze on Council land or property;
- Avoid leaving any person or animal in a vehicle on Council land or property for a prolonged period which will have a detrimental effect on their wellbeing;
- Prevent doing anything which interferes with or is likely to interfere with the security or safety of any Council land or cause damage, deface, or apply graffiti to any property or structure we own;
- Not use any Council land for criminal activity or immoral purposes;
- Not use Council land for the purpose of running a business;
- Prevent doing anything that may put someone at risk. Any health and safety issues should be reported to us immediately.

3.5.1 Tenants and residents are responsible for the actions of members of their household and visitors to their home. Where a tenant or resident abuses the use of Council land, we will take enforcement action.

3.5.2 Tenants and leaseholders of this Council or owner occupiers of ex EDDC Council properties have to comply with the parking conditions set in their tenancy agreement, lease or deeds.

3.5.3 The parking of any vehicle other than a car, a motorcycle or light van, is not allowed on Council land or property.

- 3.5.4 We do not permit vehicles with a Statutory Off Road Notification (SORN) to park on Council land. Classic vehicles are exempt.
- 3.5.5 Parking is on a first come, first served basis at amenity and residential car parks. No person using EDDC land has a right to car parking or use the land for any other purpose, without written permission from Landlord Services, Estate Management.
- 3.5.6 We will issue one permit free of charge to each leaseholder (where this is a condition of their lease) and tenant household. This will be for residential and permit holder only car parks, where applicable.
- 3.5.7 Disabled spaces are for use by drivers and/or passengers with mobility difficulties. These spaces are not for specific users and can be used by any vehicle displaying a blue badge on a first come, first served basis. We expect tenants and residents not to abuse the use of a space.
- 3.5.8 We reserve the right to recharge the tenant or resident for any costs incurred from the misuse of Council land caused by them, members of their household or visitors to their home. All recharges will be dealt with in accordance with the Housing Services Recharge Policy.

3.6 Inconsiderate parking

- 3.6.1 We will work with tenants and residents to find reasonable solutions to parking problems. Anyone parking without consideration to other users which EDDC Housing Services decide is inconsiderate, will be refused permission to use EDDC Housing land to park their vehicle. We are unable to take any enforcement action where the problem occurs on the public highway or private land not owned by EDDC and tenants/ residents should be directed to either Devon County Council, Highways Department, the Police or their local Citizens Advice Bureau (CAB).
- 3.6.2 Where the Council does not own the land, our powers to manage parking problems are strictly limited; this will include parking on pavements, or in front of dropped kerbs. We will offer advice to a tenant or resident when they raise concerns.
- 3.6.3 We are unable to limit the number of vehicles a household owns or uses. However, we may offer solutions to resolve parking issues, for example, grant permission for a hard standing or offer a garage to rent, where the relevant criteria is met. The costs of any hard standing is to be met by the applicant and not by EDDC Housing department. Permission will be given where there is a benefit to EDDC Housing department.

3.7 Liability for theft, damage and vandalism to vehicles

- 3.7.1 We are not responsible for vehicles parked on Council land or property including liability for damage, theft or vandalism. Owners of vehicles park their vehicles at their own risk and should ensure that they are adequately insured in case there is any loss incurred.

3.8 Maintenance of housing estate car parks

- 3.8.1 Estate Management will carry out neighbourhood communal inspections, which include inspecting our car parks. They will inspect car parks routinely where they can, report any repairs and address any health and safety risks. However, they will rely on users of the car parking spaces to report any issues to enable them to respond quicker and more effectively to address any issues of maintenance by emailing the repairs inbox repairs@eastdevon.gov.uk.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service

Medium

- 4.1 Landlord Services will tailor its services to meet the diverse needs of individuals. We foster good relations with people when providing services to eliminate discrimination and to promote opportunity of equality. All aspects of this policy will comply with the Equality Act 2010 and all other relevant legislation.

5 Appendices and other relevant information

[Click here to enter appendices and other information](#)

6 Who authorised the policy/strategy and date of authorisation.

[Click here to enter who authorised the policy/strategy and when.](#)

7 Related Policies/Strategies, Procedures and Legislation

- The Road Traffic Act 1991
- EDDC Tenancy Agreement
- Property Deeds or Lease
- Anti-Social Behaviour Policy and Procedures
- Recharge Policy
- Abandoned Vehicles Policy

8 Policy date for review and responsible officer

- 8.1 This Policy has been written in line with current relevant legislation. The policy will be reviewed and revised to reflect any legislation requirements and/or other guidance or good practice. The next review of this Policy is due January 2020 and every 3 years thereafter.

East Devon District Council

Decant Policy

Issue details	
Title:	Decant Policy
Version number	Version 1.0
Officer responsible:	Strategic Lead - Housing, Health & Environment
Authorisation by:	HRB
Authorisation date:	

1 Previous Policies/Strategies

N/A

2 Why has the council introduced this policy?

This policy outlines East Devon District Council's Property & Asset team approach to decanting (moving) tenants or leaseholders from their current property due to an emergency such as fire, flood, major repairs, and refurbishment, where there is a health & safety risk or where redevelopment works are needed to their home.

3 What is the council's policy?

3.1. Introduction

This policy statement outlines East Devon District Council's Property & Asset team approach to decanting (moving) tenants or leaseholders from their current property due to an emergency such as fire, flood, major repairs, and refurbishment, where there is a health & safety risk or where redevelopment works are needed to their home.

3.2. Scope

This policy sets out how the Property & Asset tea will implement such moves and what support will be available to tenants. It covers the following points and should be read in conjunction with the related documents as stated below:

- Decanting tenants
- Keeping tenants informed
- Emergency decant
- Temporary decant
- Permanent decant
- Refusal to move out
- Leaseholders
- Security of tenancy
- Tenants' responsibilities
- Expenses

3.3. Related Documents

- a) Tenancy Agreement
- b) Tenancy Policy
- c) Devon Home Choice Scheme
- d) Allocation Policy
- e) Recharge Policy
- f) Adaptations Policy
- g) Complaints Policy and Procedure

3.4. Definitions

For the purpose of this policy, the following definitions apply:

- **Decanting** is a legal definition used to explain the process when a tenant is required to move from their home due to major repairs, refurbishment or modernisation works. Decants may also be necessary when a property needs to be rebuilt or disposed of to enable effective asset management.
- **Permanent decant** is when a tenant is moved out of their property and there is no intention to return them to it.
- **Temporary decant** is when a tenant is moved out of their property, to enable work on their home to be carried out, with the intention of returning them to the property as soon as possible. There may be occasions when a temporary decant becomes a permanent decant (for tenants only), for example if the level of the work required is so great that the property has to be redeveloped or demolished, or the tenant has been moved on a temporary basis and it is later agreed by all parties that the new property is more suitable for them to remain in.
- **Emergency decant** is when a tenant is moved out due to an unexpected event that has caused a property to become uninhabitable. This may be due to fire, flood or where immediate work needs to be undertaken to safeguard the tenants' or neighbouring properties health and safety.

3.5. Decanting tenants

- 3.5.1** There will be instances when the Council will need to move a tenant due to major repairs, refurbishment or redevelopment works to their home.
- 3.5.2** Where there is a health and safety issue for example due to asbestos, or a fire risk to the tenants' property or the building they live in, the Council may require tenant's to move out whilst work is carried out to rectify the issue.
- 3.5.3** A tenant will only be decanted if the Council feels that it is necessary. They may need to move because planned works are so extensive that it would not be practical for them to remain in their home for the duration of the project. However, it may also be because the tenant or a member of their household has ill health, vulnerabilities or special needs and the refurbishment may affect their welfare. In such cases, an offer of alternative accommodation may be appropriate.
- 3.5.4** Decanting may also be needed if the tenant experiences a fire or flood. This may have been caused by accident, or deliberately.
- 3.5.5** The Council will respond to situations such as the above in accordance with the provisions of the Devon Home Choice Scheme, which is used to allocate social housing in the District.
- 3.5.6** Any complaints regarding the decant process will be dealt with in accordance with the Council's Complaints Policy and Procedure.

3.6. Keeping tenants informed

- 3.6.1** We will ensure that the tenant is kept informed throughout the decant process. The tenant's Estate Management Officer or Mobile Support Officer will be the first point of contact and will provide an update which will include the following:
- Why the decant is necessary, what will happen and when;
 - An estimation of the duration of the decant period; and
 - Any other support that the Council can offer.
- 3.6.2** The Estate Management Officer or Mobile Support Officer will co-ordinate such moves and will take into account the tenant's circumstances, their needs, the timescales of the works and the availability of alternative accommodation.

3.7. Emergency decant

- 3.7.1** An emergency decant occurs when a tenant's property becomes uninhabitable, for example due to fire, flood, storm damage or another immediate health and safety risk. Tenants are always advised to take out their own home contents insurance as the Council will not be liable for any personal contents that may be damaged. In the event of fire, flood, storm damage or health and safety risk, the tenant will be encouraged to stay with family and friends where possible however if this is unable to happen then the tenant will be provided with temporary accommodation which may either be a Bed and Breakfast (B&B), another available property or a holiday let.
- 3.7.2** The tenant will be given appropriate support and advice with the intention of them returning to the property as soon as it becomes habitable again.

3.8. Temporary decant

- 3.8.1** A tenant may only need to move out of their home on a temporary basis, for example, for a week or two, whilst works are being carried out to their property or the building they reside in. Where works may last longer, for example several months, this will be taken into account when considering the various options available.
- 3.8.2** If it is estimated that works will only take a few days, then it may be more cost effective to consider the following:
- Making arrangements for the tenant to stay with friends and family;
 - Placing the tenant in B&B accommodation;
 - Seeking respite care for the tenant; or
 - Paying for the tenant to stay in a chalet, caravan or similar type accommodation.
- 3.8.3** The tenant will be obliged to carry on paying rent for their permanent home as they would normally however they will not have to pay for the cost of their temporary accommodation. If they have transferred to alternative accommodation within East Devon District Council's own housing stock, the above will be confirmed in writing.
- 3.8.4** There may be other occasions when it might be appropriate to offer suitable alternative accommodation to someone who is in need of a temporary decant. This may be because the tenant is vulnerable in some way or because their existing accommodation is no longer suitable for their needs. An example of this would be where someone needs adapted accommodation. In such cases, consideration will be given to making an offer of suitable alternative accommodation on a permanent basis.

3.9. Permanent decant

In some situations, for example where major redevelopment work is being undertaken, a property may be demolished or significantly altered. Where this is the case, the tenant will be permanently decanted. This would result in a new letting. We will provide suitable alternative accommodation for a permanent move and work with the tenant to meet their requirements and preferences, where possible.

3.10. Refusal to move out

There may be some cases where tenants refuse the offer of the work or refuse to move out, for whatever reason. If so, the Council will endeavour to work with the tenant to resolve any issues. However, if an offer of alternative accommodation is refused, the relevant Officer will consider all relevant information and will make an informed decision regarding what action will be taken. In some cases where the work is required to ensure the safety of tenants, employees of the Council or Contractors, legal action to enforce the tenant to move out by way of Court Injunction will be considered, in some exceptional circumstances the Council may choose commence Court proceedings to recover possession of the property.

3.11. Leaseholders

- 3.11.1** There may be situations where it is necessary to temporarily decant a leaseholder or their subtenant from their property when there is a health and safety issue or where major refurbishment is required which the Council is responsible for.
- 3.11.2** In these circumstances the Council will work with the leaseholder to provide them or their subtenant with suitable alternative accommodation whilst the work is undertaken.
- 3.11.3** Leaseholders will normally be obliged to carry on paying the service charges for their permanent home as they would normally however they will not have to pay for the cost of their temporary accommodation.
- 3.11.4** Should the leaseholder or their subtenant refuse to move to move out, for whatever reason. The Council will endeavour to work with the leaseholder to resolve any issues. However, if an offer of alternative accommodation is refused, the relevant Officer will consider all relevant information and will make an informed decision regarding what action will be taken. In some cases where the work is required to ensure the safety of tenants, employees of the Council or Contractors, legal action to enforce the leaseholder or their subtenant to move out by way of Court Injunction will be considered, in some exceptional circumstances the Council may choose commence legal proceedings for forfeiture of their lease.

3.12. Security of tenancy

When a tenant is moved to alternative accommodation they will continue to have the same type of security of tenure as they did in their original home. If the tenant moves to a property belonging to another Registered Provider, the Council, in its role as the Housing Authority, will take steps to ensure that they will be given the equivalent type of tenancy.

3.13. Tenants' responsibilities

- 3.13.1** Where a tenant is being decanted, they will be expected to pack up their own

belongings unless there is a valid reason they cannot, for example, they are vulnerable or have special needs, in which case a packing service or help will be arranged.

- 3.13.2** If the tenant is being transferred to alternative permanent accommodation, they will be responsible for clearing their belongings from the property and for giving vacant possession of that property. Any items left behind will be cleared and there will not be any opportunity to reclaim them, or to claim compensation for the value of them. The cost of clearance and disposal of any such items will be recharged to the tenant.
- 3.13.3** If the decant is temporary, the Council or its Contractors may require access to the tenant's home whilst work is being undertaken. The tenant must ensure that a key to their property is left with the relevant Officer before work commences. The Council will of course inform the tenant prior to any work starting if access to their home is required.
- 3.13.4** If the household has home contents or other insurance, the tenant is advised to notify their insurance company about the change of address.
- 3.13.5** Tenants are expected to take appropriate steps to clear any areas where work is to be undertaken. However, if any possessions are damaged in the course of carrying out repairs, compensation may be paid, although any responsibility for this may be passed onto the contractor or the third party who has completed the work. The relevant Officer will endeavour to seek damages from the removal company if the tenant's possessions are damaged during the course of the move. Any claims will be considered by the relevant Senior Manager.

3.14. Expenses

Where it is necessary for tenants to move into temporary accommodations the Council will ensure that the following expenses are covered:

- The cost of removals and/or storage of belongings;
- Redirection of mail if an alternative method of delivery is unavailable;
- Reimbursement of extra costs related to work or education whilst in temporary accommodation i.e. additional travel costs;
- Disconnection and reconnection of appliances and utilities, such as cookers, domestic electrical appliances, telephone lines and satellite dishes;
- The cost of cattery or kennels for pets if they cannot be accommodated in any temporary accommodation;
- Loss of wages where time off is unavoidable due to displacement;
- Installation of disability aids and adaptations;
- A set meal allowance if the Council is unable to provide you with alternative accommodation where you can cook.

- 4 Equality impact considerations** – the policy is medium relevance to equality if it has a big impact on residents and users of the service

Medium

5 Appendices and other relevant information

N/A

6 Who authorised the policy/strategy and date of authorisation.

Housing Review Board

7 Related Policies/Strategies, Procedures and Legislation

Council's Complaints Policy and Procedure

8 Policy date for review and responsible officer

December 2020 - The Senior Technical Officer Day to Day Repairs & The Senior Technical Officer (Asset Management & Compliance)

Policy Template

East Devon District Council

Domestic Abuse Policy

Issue details	
Title:	Domestic Abuse Policy
Version number	Version 1.0
Officer responsible:	Danielle Furzey
Authorisation by:	xxxx
Authorisation date:	xxxx
Review date:	xxxx

1.0 Previous Policies/Strategies

1.1 This policy is being introduced in 2018.

2.0 Why has the council introduced this policy?

2.1 The purpose of this policy is to ensure that the Housing Service manages domestic abuse in accordance with legislative and regulatory requirements, and good practice.

2.2 It will help to ensure that housing professionals take a victim centred consistent approach to domestic violence and abuse.

2.3 The policy aims to raise awareness, improve responses and encourage partnership working with specialist agencies.

2.4 The policy will aim to support staff to recognise the early warning signs and take the most appropriate course of action to support the victim.

2.5 Domestic abuse is defined as any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality. This can encompass, but is not limited to the following types of abuse:

Physical; slapping, pushing, kicking, punching, stabbing, or other physical assault.

Sexual; rape and non-consensual sex acts.

Financial; denial of rights or restriction of personal freedom for example, withholding money or medical help.

Emotional or psychological; intimidation, isolation, verbal abuse, humiliation, degradation, not allowing friends or relatives to visit or phone.

Controlling behaviour; is a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.

Coercive behaviour; is an act or pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish or frighten their victim. (This is not a legal definition but will include 'honour' based violence and forced marriage.)

- 2.6 The Anti-Social Behaviour Act (ASB) 2003 placed a duty on all social landlords to prepare and publish policies and procedures relating to ASB and domestic abuse and to ensure that they are available for inspection to any person who asks for sight of them. When preparing and reviewing policies and procedures, the social landlord must take into account guidance issued by the government and by the regulator of social housing, currently the Homes and Communities Agency (HCA/Homes England). The Council, as a registered provider of social housing is expected to have policies for dealing with domestic abuse.
- 2.7 The Homelessness Code of Guidance section 8.19 includes reference to Section 177(1) of the Housing Act 1996 (Part 7) whereby it provides that it is not reasonable for a person to continue to occupy accommodation if it is probable that this will lead to domestic violence or other violence against either the applicant, any person who normally resides as a member of the applicant's family or any other person who might reasonably be expected to reside with the applicant.

Section 177 (1A) provides that domestic violence means violence from a person who is associated with the victim and includes threats of violence which are likely to be carried out. Domestic violence is not confined to instances within the home but extends to violence outside of the home.

Section 178 provides that, for the purposes of defining domestic violence, a person is associated with another if; they are or have been married to each other, they are or have been civil partners of each other, they are or have been cohabitants (including same sex partners), they live or have lived in the same household, they are relatives.

- 2.9 For the purposes of this policy the term 'domestic abuse' refers to all incidents of domestic abuse and domestic violence.

3.0 What is the council's policy?

3.1 Dealing with disclosures:

Housing staff may be a victim's first and only contact regarding domestic abuse. It is therefore essential that people who experience domestic abuse feel safe and supported in order that they can talk about their experiences. The initial response from front line staff will be very important and therefore teams will have clear procedures to ensure staff know what to do, who to contact and what advice to give.

3.2 Staff will:

- 3.2.1 Listen and take the victim seriously.
- 3.2.2 Take a non-judgemental and supportive approach to the disclosure of domestic abuse.
- 3.2.3 Keep the health, safety and wellbeing of the victim paramount.
- 3.2.4 Respect the victim's wishes and decisions where possible.
- 3.2.5 Offer the choice of speaking with a male or female officer if available.
- 3.2.6 Not interview or discuss in front of the victim's children.
- 3.2.7 Be confident to raise the subject of domestic abuse where they suspect abuse is taking place and ask appropriate questions.
- 3.2.8 Be aware of the signs of abuse.
- 3.2.9 Provide a supportive and enabling environment which encourages people to report domestic abuse to appropriate agencies.
- 3.2.10 Check where information should be sent to the victim and what contact telephone numbers are safe to use.
- 3.2.11 Act as an advocate for the victim, once consent to share is signed, to save the victim from having to repeat themselves causing further distress.
- 3.2.12 Develop working relations with specialist agencies and make appropriate representation and contribution to discussions at Multi-Agency Risk Assessment Conferences (MARAC) and local domestic abuse forums.
- 3.2.13 Be aware of the MARAC referral process (see appendix 1) and actively participate when they attend MARAC meetings.
- 3.2.14 Know who the domestic abuse outreach provider is for Devon and where victims can access support (Devon Domestic Abuse Support Service (DDASS) – 0345 1551074 / admin@splitzdevon.org) and how to refer (see appendix 2).

- 3.2.15 Be familiar with the Caada DASH risk assessment form for establishing level of risk to victim (see appendix 3) before referring to MARAC or DDASS.
- 3.2.16 Ensure that information provided through MARAC and other sources will be saved securely and only sent electronically through secure e-mail.
- 3.2.17 Ensure that we assist those affected by domestic abuse to obtain support and protection.
- 3.2.18 Be aware of the emergency contact route (known as Multi-Agency Safeguarding HUB referral process (or MASH enquiry) in Devon) for children experiencing or witnessing domestic abuse (see appendix 1 or 4).
- 3.2.19 Work co-operatively to enable households experiencing domestic abuse to access a range of housing and support options.
- 3.2.20 Be sensitive to the diverse needs of victims and children considering their age, disability, gender, race or ethnicity, religion or belief, sexual orientation and transgender.
- 3.2.21 Recognise socio economic factors which may impact on those experiencing domestic abuse, such as low income, low literacy or numeracy skills, rural isolation and caring status.
- 3.2.22 Recognise additional barriers to those experiencing domestic abuse who are frightened that reporting will bring unwanted attention to their personal circumstances.
- 3.2.23 Recognise that abuse can lead to statutory homelessness as it may not be reasonable for someone to continue to live at home or in the locality.
- 3.2.24 Be trained and have up to date knowledge of domestic abuse, training is available from the local Safeguarding Board;
<https://new.devon.gov.uk/devonsafeguarding/>

3.3 Confidentiality and Data Protection

- 3.3.1 The Council are committed to maintaining the highest standards of confidentiality in order to ensure the safety and well-being of both victims and staff.
- 3.3.2 Staff will treat information disclosed in the strictest confidence and will ensure victims are reassured that the perpetrator will not become aware of their whereabouts if they decide to flee or that they have been seeking advice and support if they are still living with the perpetrator.
- 3.3.3 Staff must not pass on information relating to a victim to a third party without their written consent in accordance with the Data Protection Act.

- 3.3.5 Contact will not be made with the perpetrator unless the victim has given us consent to do so. If contact has been agreed, the victim must be informed of our intention to make contact before doing so on every occasion. We accept that in some cases it may be inappropriate to make contact with the perpetrator and could place the victim at further risk of harm.
- 3.3.6 Where there is a joint Council tenancy, staff will ensure that a perpetrator does not have access to confidential information relating to any disclosure and action taken.
- 3.3.7 Exchange of information will not usually occur without prior consent from the victim, unless there are suspected safeguarding issues and concern that any health and safety of an individual is at risk.
- 3.3.8 East Devon District Council is signed up to the Devon and Cornwall Domestic Violence and Abuse Information Sharing Protocol (see appendix 5).

3.4 Advice and support

- 3.4.1 When a victim reports an incident of domestic abuse, they will be given advice and assistance as a matter of priority by staff to help ensure their safety.
- 3.4.2 Victims will be signposted to agencies which can help them to explore any legal remedies available to them, this may include taking legal action to exclude the perpetrator from the home, if appropriate, where he/she is resident in the home, or from the area if he/she is not resident in the home.
- 3.4.3 The victim's wishes and safety consideration/recommendations from other agencies will inform the advice given and any action taken.
- 3.4.4 If action is required to help with rehousing or for the Council to assist with legal remedies further enquiries will be made by the housing teams to obtain supplementary evidence that may be required before action.
- 3.4.5 The Council will be dedicated to positively assisting and supporting victims of domestic abuse and take appropriate action against perpetrators where there is legal power to do so. This may involve applying for a possession order to evict a tenant who has perpetrated violence and ensuring the perpetrator is not rehoused following eviction.

3.5 Options available

- 3.5.1 If the victim is wishing to remain at the property;

There are legal remedies available to remove the perpetrator from the property if it is a joint tenancy, providing there is sufficient information to evidence risk. Legal remedies can consist of restraining orders, non-molestation orders and occupation orders made by the court.

Domestic Violence Protection Orders/notices (DVPO/N) can be applied for by the Police to remove the perpetrator from the property for up to 28 days allowing the victim time to make alternative housing arrangements if necessary.

- 3.5.2 We will work closely with the Police and partner agencies to provide evidence and support where necessary when they are seeking legal remedy.
- 3.5.3 The Sanctuary Scheme is funded by the Council to improve security for victims wishing to remain in their home, in order to help them feel safe. Referrals are received from the Crime Prevention Officer for high risk MARAC cases. Orders for works will be placed as soon as possible following receipt of the referral and contractors made aware that these works are urgent.
- 3.5.4 In urgent cases where the risk is such that the victim wishes to flee their accommodation they can approach the Housing Options team in person at either Knowle, Sidmouth or Exmouth Town Hall, contact us on 01395 571660, or e-mail housingoptions@eastdevon.gov.uk for assistance with this and to make a homeless application.
- 3.5.5 If the Housing Options team have reason to believe that the victim is at risk of homelessness they can assist with securing a refuge, or arranging emergency accommodation pending securing longer term accommodation.
- 3.5.6 Each case will be considered on a case by cases basis taking into consideration the wishes of the victim and the location of the perpetrator alongside safety advice from the police and any other agencies that may be involved.
- 3.5.7 Domestic abuse cases will be treated as a priority.

3.6 Reporting of incidents

- 3.6.1 Council tenants who are victims of domestic abuse can report incidents to the Estate Management Team in person at Exmouth Town Hall, on 01395 516551 ext 2381, or by e-mailing estatemangement@eastdevon.gov.uk, all reports will be notified to the relevant manager.

3.7 Recourse to public funds

- 3.7.1 If a victim approaches the housing options team but they determine that they are not eligible for assistance they should be advised to seek specialist legal advice and assistance as soon as possible.
- 3.7.2 If a person from abroad with children decides to leave a domestic abuse situation they should be referred to Children's Services for an assessment of the support which may be available to them using the MASH referral (appendix 1 or 4).
- 3.7.3 There are charities across the country that provide refuge services to ineligible persons and the housing options team should investigate these.

3.8 Dealing with the perpetrators

- 3.8.1 Officers will not act as a go between the victim and the perpetrator.
- 3.8.2 The Estate Management team will, where appropriate, take a multi-agency approach with specialist agencies such as MAPPA, Police, Probation, and any other agency relevant to the case in order to deal with the perpetrator.
- 3.8.3 Perpetrators will, where appropriate, be advised that the consequences of their actions may mean they are not eligible for further assistance through Devon Home Choice if the local housing authority are seeking legal proceedings that are consistent and fair according to the nature of the incident.
- 3.8.4 If the initial perpetrator makes a counter claim of domestic abuse, it should be treated in the same way as any other approach carrying out investigation to establish the facts and base decisions on evidence.

3.9 Review requests

- 3.9.1 If a customer is not happy with the way in which their case is being dealt with they should contact the appropriate manager to request a review of their case.

3.10 Health and safety

- 3.10.1 Officers will follow Lone Worker Procedures at all times when managing reports of domestic abuse.

3.11 Supporting staff

- 3.11.1 It is recognised that dealing with domestic abuse or disclosure can have a significant impact on staff. The council will ensure that line management support and counselling services are available to staff who may be affected

- 4 Equality impact considerations** – the policy is high relevance to equality if it has a big impact on residents and users of the service

High

Human Rights Act

5 Appendices and other relevant information

Appendix 1 – MARAC/MASH referral form

Appendix 2 – DDASS referral form

Appendix 3 – Caada DASH risk assessment

Appendix 4 – MASH referral

Appendix 5 – Devon and Cornwall Police Information Sharing Agreement

6 Links related Policies/Strategies, Procedures and Legislation

7.1 Lone Worker Policy

Policy Template

East Devon District Council

Issue details	
Title:	Garage Management Policy
Version number	Version 1.0
Officer responsible:	Housing Services Manager
Authorisation by:	
Authorisation date:	

1 Previous Policies/Strategies

[Click here to add information on old polices/strategies being superseded.](#)

2 Why has the council introduced this policy?

- 2.1 This policy statement outlines East Devon District Council's (EDDC), Housing Service approach to letting and managing garages. Residents are encouraged to take on garage licenses to free up congestion on roads, promote safer communities and prevent access problems on estates due to overcrowding of vehicles.

3 What is the council's policy?

- 3.1 This policy applies to how we manage garage allocations and terminations. This policy covers the following points and should be read in conjunction with the related documents as stated below:

- Allocation of garages
- General use
- Repairs
- Rent
- Termination of tenancies
- Insurance
- Demolition of plots and development
- Bereavement and succession rights

3.2 Definitions

- 3.2.1 The following definitions apply to this policy:

- **Garage** includes the structural building and the garage forecourt area.
- **Resident** includes EDDC tenants, freeholders, leaseholders and private tenants.
- **Tenant** means anyone who holds a Council tenancy with EDDC.

- **Vehicle** any car. Motorcycle, caravan, trailer, trailer tent, motorhome, van, lorry, horsebox, boat, motor scooter or similar.

3.3 **Allocations and lettings**

- 3.3.1 Waiting lists are open to all residents aged eighteen or over regardless of tenure, status, subject to meeting the relevant criteria.
- 3.3.2 Garage rent will be charged at a higher rate for private tenants, home owners, leaseholders and former tenants, compared to current tenants of a Council dwelling.
- 3.3.3 It is the responsibility of the licensee to notify us of any changes in writing.
- 3.3.4 Waiting lists will be established and maintained in date order.
- 3.3.5 A Council tenant who is in rent arrears or has other housing related debts will not be eligible for a garage.
- 3.3.6 In all cases the applicant will be required to enter into a garage agreement. Garage licenses are weekly agreements. Joint licenses are not offered.
- 3.3.7 If a former license was breached, we have discretion over whether to grant a new license.
- 3.3.8 A license will be revoked if it is found that applicant knowingly gives false or misleading information to obtain a tenancy.
- 3.3.9 A prospective tenant may view the garage prior to signing up for the license. However, they will be responsible for returning the keys that they signed for. If they do not return the keys or lose them, they will be recharged for the replacement of any locks or keys.

3.4 **General use of garage**

- 3.4.1 We will not be responsible for any loss, deterioration or damage to a vehicle or any items stored in a garage.
- 3.4.2 Tenants must not keep an untaxed vehicle in the garage unless a valid Statutory Off Road Vehicle Notification (SORN) has been made to the Driver and Vehicle licensing Agency (DVLA).
- 3.4.3 Tenants must not park a vehicle that exceeds two tonnes un-laden weight on any Council land.
- 3.4.4 Tenants are not permitted to re-let, assign or sublet all or part of the garage.
- 3.4.5 Garages are not permitted to be used for the purpose of accommodation.

- 3.4.6 Tenants are expected not to continuously run the engine of vehicles whilst in the garage except when entering and leaving. They must not cause annoyance, nuisance, distress and harassment to neighbouring properties including garages.
- 3.4.7 Tenants are not permitted to carry out repairs to vehicles on Council land, except for topping up windscreen washer fluid, oil or water, changing one tyre, putting in a new sound system or changing windscreen wipers. It is not acceptable to change the oil. Precautions must be taken to minimise the possibility of an outbreak of fire, and materials must be disposed of correctly.
- 3.4.8 Tenants are not permitted to use power tools to undertake car maintenance. Cordless vacuum cleaners may be used.
- 3.4.9 Tenants must be able to close garage doors, and are also required to avoid causing obstruction to access routes to any other garage, roadway, footpaths, forecourts premises or sites.
- 3.4.10 Tenants must not make any structural alterations or additions to the garage.
- 3.4.11 The cost of any repairs, maintenance or replacement of a garage as a result of misuse or wilful damage by the licensee, or any other person connected with them, will be dealt with in line with the EDDC Recharge Policy.
- 3.4.12 EDDC have the right to carry inspections as required and these should not be restricted in any way.
- 3.4.13 Any garage under license is not allowed to be used for the purpose of anti-social behaviour or criminal activity.

3.5 Repairs

- 3.5.1 Licensees are required to give employees or contractors working for the Council reasonable access in order to carry out repairs to the garage, or neighbouring properties.
- 3.5.2 If a licensee is unable to use a garage whilst repairs are being carried out and a suitable neighbouring garage is void, this will be offered to the licensee temporarily at the same rent as the existing garage license. If there is no suitable neighbouring void garage or the licensee declines the offer of one, the existing license will be temporarily terminated. In this case rent will not be charged for the garage requiring repairs providing the keys are returned to us. The license will resume when the repairs to the garage have been completed.
- 3.5.3 In the event that a garage license is terminated because the whole or a substantial part of the site needs to be redeveloped, we will try to offer the licensee a suitable alternative garage but cannot guarantee the location.

3.6 Rent

- 3.6.1 The rent may be varied by giving the licensee of a garage one week's written notice before any changes take place. These charges may increase or decrease from time to time – usually once a year.
- 3.6.2 Garage rent is due weekly and in advance as specified in the license agreement
- 3.6.3 Garage arrears will be dealt with in line with the Housing Services Income Management Policy.

3.7 Terminations

- 3.7.1 We will not normally end a garage license without the licensee's agreement unless there is a breach of license conditions (or the licensee is deceased and there is no succession). As the license is not for a dwelling the licensee has no security of tenure. The license can be ended by serving one week's notice to quit on the licensee with a garage.
- 3.7.2 A licensee holding a garage license may terminate their license with one week's written notice ending on a Sunday.
- 3.7.3 Where items have been left in a garage the former licensee will be given every opportunity to remove the items. Rent will continue to be charged until the former licensee either removes the items or they give us written permission to dispose of them. In the event that the items are not removed within 4 weeks, we will remove and dispose of any items and the former tenant will be recharged for any costs incurred. This will be done by TORTS notice.
- 3.7.4 If there is any outstanding rent or recharges when the garage license is terminated then the former licensee must make arrangements to pay any outstanding debts.
- 3.7.5 When a garage license is terminated, vacant possession is required, with all rent paid up to date, any items removed and the property left in a clean and tidy condition. Keys are to be returned by 12 noon on the Monday following the license end date.
- 3.7.6 If the keys are not returned or they have been lost we will recharge the licensee for the replacement of any locks or keys.

3.8 Insurance

- 3.8.1 We will insure the structure of the garage. The licensee is responsible for insuring their own vehicle and personal possessions together with any property stored in the garage.

3.9 Demolition of lots and development

- 3.9.1 The demolition of individual garages or blocks of garages will only be carried out where there is a requirement due to a health & safety risk or a business case is in place to demolish and redevelop the site.

3.10 Bereavement

- 3.10.1 Where a licence has ended due to the tenant passing away, the license may be offered to a surviving member of the licensee's household. Proof of residency will be required before re-letting the garage.

- 3.10.2 If the license is declined or after 28 working days has not been accepted it will be treated as a normal void.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service

Low

- 4.1 The Housing Service tailors its services to meet the diverse needs of individuals. We foster good relations with people when providing services to eliminate discrimination and to promote equal opportunities.

5 Appendices and other relevant information

[Click here to enter appendices and other information](#)

6 Who authorised the policy/strategy and date of authorisation.

[Click here to enter who authorised the policy/strategy and when.](#)

7 Related Policies/Strategies, Procedures and Legislation

- Garage License Agreement
- Income Management Policy
- Recharge Policy

8 Policy date for review and responsible officer

- 8.1 This Policy has been written in line with current relevant legislation. The policy will be reviewed and revised to reflect any legislation requirements and/or other guidance or good practice. The next review of this Policy is due January 2020 and every four years thereafter.

East Devon District Council

Gas Safety Policy

Issue details	
Title:	Gas Safety Policy
Version number	Version 1.0
Officer responsible:	Strategic Lead - Housing, Health & Environment
Authorisation by:	HRB
Authorisation date:	

1 Previous Policies/Strategies

N/A

2 Why has the council introduced this policy?

This policy is introduced to ensure compliance with all relevant legislation and the failure to adequately maintain, test for gas safety or repair gas pipework, gas appliances and associated flues, could result in death or injury, destruction or damage to property and the exposure of East Devon District Council (EDDC) to prosecution and fines and its employees to prosecution and imprisonment.

3 What is the council's policy?

3.1 Introduction

3.1.1 The failure to adequately maintain, test for gas safety or repair gas pipework, gas appliances and associated flues, could result in death or injury, destruction or damage to property and the exposure of East Devon District Council (EDDC) to prosecution and fines and its employees to prosecution and imprisonment.

3.1.2 EDDC will maintain and check all EDDC gas heating and hot water appliances, gas installation pipework, flues and chimneys on which these gas appliances are installed so that any risks to tenants, employees, contractors or others are minimised. EDDC will check tenant owned gas appliances to ensure they are safe. This is in accordance with the Gas Safety (Installation and Use) Regulations 1998 and subsequent revisions.

3.2 Legislation

This policy is written to ensure that EDDC is compliant with the following legislation in respect of gas safety:

- The Gas Safety (Installation and Use) Regulations 1998
- Construction Design & Management Regulations 2015
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013
- Health and Safety at Work Act 1974

3.3 General Duty

EDDC has a duty to ensure that gas heating and hot water appliances and gas installation pipework are maintained in a safe condition. All EDDC

owned flues and chimneys on which gas appliances are installed are also maintained in safe condition.

3.4 Servicing

- 3.4.1 EDDC is legally required under the Gas Safety (Installation and Use) Regulations 1998 to carry out a Landlord's Gas Safety Check to each property with a gas supply. The gas safety check must be carried out within twelve months of the previous year's safety check, on all systems and appliances in EDDC properties, regardless of ownership.
- 3.4.2 EDDC has entered into a contract with a Gas Servicing Contractor, who is a Gas Safe registered Installer, to meet this obligation using an agreed appointment procedure.

3.5 Servicing Procedure

- 3.5.1 Our appointed Gas Servicing Contractor will write to the tenant advising them of when they will be attending to carry out the service, this will be approximately 28 days before the expiry of the last Landlord's Gas Safety Record (CP12).
- 3.5.2 If the tenant is not home during this service or the tenant refuses access our Gas Servicing Contractor will make a further two attempts to enter the tenant's property to carry out the gas service.
Should the tenant refuse access or the Gas Servicing Contractor is unable to carry out the service on the third attempt for whatever reason, the Gas Servicing Contractor will refer this back to the Council for a legal appointment.
- 3.5.3 An appropriate Officer will attempt to make contact with the tenant to arrange an appointment to carry out the gas service. If they are unable to do so, the Officer will serve the tenant with a legal letter which states that the tenant must allow the Gas Servicing Contractor access to carry out the gas service on a specific date and time (legal appointment).
- 3.5.4 On the day of the legal appointment a relevant Officer will attend the tenant's property with the Gas Servicing Contractor to carry out the gas service. Should the tenant not be home at the time of the legal appointment the Council may force entry to carry out the gas service in their absence, in some circumstances the Council will cap the gas off at the meter to ensure compliance.
- 3.5.5 If the tenant is home at the time of the legal appointment and refuses access to the relevant Officer and the Gas Servicing Contractor to enable the gas service to take place, then the Council will refer this to our Legal Department to apply for a Court Injunction to compel the tenant to allow access to enable the Gas Servicing Contractor to carry out the service.
- 3.5.6 Any costs associated with the refusal to allow access will be re-charged to the tenant in association with the relevant re-charge policy.
- 3.5.7 Following successful completion of the Landlord's Gas Safety Check the tenant will receive a copy of the CP12 certificate for the property within 28 days of the annual safety check.

3.6 Void Properties

A gas safety check will be carried out to all properties when they are void to ensure the system is checked before re-letting. All gas equipment, including any appliances left by a previous tenant, will be checked for safety or removed before letting.

3.7 Mutual Exchanges

A gas safety check will be carried out on all EDDC properties with a gas meter involved in a mutual exchange. Our Gas Servicing Contractor will cap the gas on the day the tenants' move which should be a Friday or Monday and re-connect the gas and carry out a gas safety check on the day the new in-coming tenant moves in.

3.8 Record Keeping

- 3.8.1 EDDC retains all records of the annual gas safety certificates for a minimum of two years from the date of the certificate to ensure hard copies can be produced when required.
- 3.8.2 The Gas Servicing Contractor saves all gas safety records including certificates electronically. The Gas Servicing Contractor keeps accurate records of all their efforts to obtain access to carry out the annual gas safety check and all non-accesses and the dates and times that they were passed to EDDC. This will include records/copies of all letters, appointment cards, telephone calls etc.

3.9 Quality Audit

EDDC have appointed an independent auditor to carry out audits on 5 – 10% of all gas services carried out.

3.10 Carbon Monoxide Detectors & Smoke Alarms

- 3.10.1 EDDC will install carbon monoxide detector(s) to all rooms that contain an EDDC gas appliance and any room where a flue passes through.
- 3.10.2 EDDC will also ensure that an adequate number of smoke alarms are installed in all properties.
- 3.10.3 The carbon monoxide detectors and smoke alarms will be tested for those properties that have a gas appliance during the landlord's gas safety check and a record of this will appear on the CP12.

3.11 Gas Cookers

- 3.11.1 Where there is a gas cooker in the property, the connection to the gas cooker up to the gas controls on the cooker is included in the Gas Safety Check.
- 3.11.2 Where the gas cooker has a glass lid, a check is made that the automatic gas shut off mechanism works when the glass lid is closed. These checks do not include a service of the cooker, since this is the tenant's responsibility. Should the cooker fail the relevant safety check, the Gas Servicing Contractor will condemn the cooker and isolate it. It will be the tenant's responsibility to fix the cooker or to replace it.

4 Equality impact considerations – the policy is medium relevance to equality if it has a big impact on residents and users of the service

Medium

5 Appendices and other relevant information

N/A

6 Who authorised the policy/strategy and date of authorisation.

Housing Review Board

7 Related Policies/Strategies, Procedures and Legislation

- The Gas Safety (Installation and Use) Regulations 1998
- Construction Design & Management Regulations 2015
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013
- Health and Safety at Work Act 1974

8 Policy date for review and responsible officer

December 2020 by Senior Technical Officer (Asset Management & Compliance)

East Devon District Council

Improvements to Council Properties Policy

Issue details	
Title:	Improvements to Council Properties Policy
Version number	Version 1.0
Officer responsible:	Strategic Lead - Housing, Health & Environment
Authorisation by:	HRB
Authorisation date:	

1 Previous Policies/Strategies

N/A

2 Why has the council introduced this policy?

This policy outlines the approach of East Devon District Council (EDDC), to responding to requests from tenants, leaseholders or freeholders for permission to carry out alterations or improvements to their property at their own expense and for dealing with unauthorised alterations or improvements which have been carried out and identified.

3 What is the council's policy?

3.1. Introduction

This policy statement outlines the approach of East Devon District Council (EDDC), to responding to requests from tenants, leaseholders or freeholders for permission to carry out alterations or improvements to their property at their own expense and for dealing with unauthorised alterations or improvements which have been carried out and identified.

3.2. Scope

Requests relating to structural alterations and improvements to Council properties. It covers the following points and should be read in conjunction with the related documents as stated below:

- Permission requests and refusals
- Satellite dishes and aerials
- Laminated and wooden flooring
- Retrospective and conditional consents
- Building regulations and planning permissions
- Right to compensation for improvements
- Freehold and leasehold requests

3.3. Related Documents

- Tenancy Agreement
- Recharge Policy

3.4. Definitions

An 'alteration' is where the tenant:

- alters, removes or replaces any of the existing building fabric, its grounds or boundaries.

An 'improvement' is where the tenant:

- replaces a EDDC fixture or fitting with one of their own which is of a higher quality or standard;
- installs an item where there is none at present, for example, a new shower;
- extends the floor area of the property in any way, for example, a conservatory or porch;
- the carrying out of external decoration.

"Fixture" means items which are attached to and form part of the land and/or buildings which are therefore included as part of the property.

3.5. Permission requests

3.5.1 All permission requests must be made in writing (by post or email). The applicant must not make any improvements without written consent from the Council. All requests will be considered subject to conditions.

3.5.2 Only secure tenants will be allowed to make improvements and structural alterations to a property. However, introductory and flexible tenants will be given a discretionary right to apply for permission to carry out improvements (not structural), for example to address a health and safety need. These will be considered on an individual basis.

3.5.3 For those tenants who are on an introductory tenancy, the Council may allow them to erect fences, install a sky dish or other basic improvements at the Councils' discretion.

3.5.4 All works to the property must be completed to an acceptable standard of workmanship, within a reasonable time and in accordance with any other conditions contained within the written consent. The tenant is required to notify the Technical Assistant when works have been completed.

3.5.5 The Council will not be responsible for any costs associated with any works or future maintenance.

3.5.6 If a tenant intends to restore or reinstate an existing fixture on termination of their tenancy. The tenant must agree to store the original fixture in a safe and secure environment where it will not deteriorate or be damaged. The Council will not be responsible for any costs incurred.

3.5.7 Where a tenant applies in writing and includes a clear description of the proposed works with a detailed plan and any other relevant information requested. The Council will arrange for an appropriate refurbishment &

demolition asbestos survey to take place to identify whether there is any asbestos present and whether the proposed alternation or improvement will disturb any asbestos identified. The tenant must not carry out any work until such survey has taken place.

3.5.8 Where the alternation or improvement is likely or will disturb any asbestos the tenant must arrange for a suitably licenced asbestos removal contractor to carry out the work under fully controlled conditions. The Council will not pay for this to take place. Where asbestos is removed during such work, the tenant will supply the Compliance Surveyor with a copy of the waste consignment note from the asbestos removal contractor.

3.5.9 Permission will normally be granted subject to the following conditions:

- Where Planning Permission, Building Regulations and/or any other statutory approvals are required, the tenant will be responsible for obtaining these and providing the Housing Service as landlord, with the original copies before works commence.
- Where Building Regulations approval is required, the tenant is requested to provide the Housing Service as landlord, with the original copy of the Completion Certificate after the work has been inspected and approved by Building Control.
- Where work on gas and/or electricity supplies is involved, the tenant is required to provide originals of the safety inspection certificates issued on completion of the work.
- Any work undertaken on party walls or boundaries complies with the Party Wall Act.
- Any damage caused to other parts of the property or neighbouring properties during or as a result of any works carried out will be made good at the tenant's expense.
- If the improvement affects neighbouring properties, for example, fencing or walls along a boundary line or a gate on a shared footpath, the tenant will be required to consult with neighbouring properties. Where the tenant erects a new fence along a shared footpath, the Council will insist that a gate is installed to allow access.
- That there are no breaches of the tenancy agreement, for example rent arrears.
- The Council reserves the right to withdraw any permission granted where it has resulted in causing a nuisance to others. The tenant will be given every opportunity to put things right prior to permission being withdrawn.

3.6. Permission refusals

3.6.1 Permission will not be unreasonably withheld, however it will be refused if the intended work:

- Makes the property unsafe;
- Reduces the living space (except where a Statement of Need makes a recommendation to adapt a property);
- Breaches planning, building or conservation area regulations;
- Does not comply with relevant regulations, for example, health and safety;

- Reduces the value of the property;
- Appears unsightly or out of keeping with the character of the development or surroundings;
- May result in making the property difficult to let in the future;
- Restricts access to service points such as stopcocks;
- It is detrimental to the property.

3.6.2 We do not allow tenants' permission for the following:

- The installation of a dog/cat flaps in flat entrance doors which open into a communal hallway or where the installation will affect the integrity of the door, for example a fire rated door;
- Dog/cat flaps in composite external doors;
- Solar panels/tiles on their properties;
- Wood burner where the property already has gas central heating installed or where the installation will decrease the energy performance rating of the property.

3.7. Satellite dishes and aerals

Tenants are expected to apply for permission to erect a satellite dish or aerial at their property. Where permission is granted the Council expects the aerial or satellite dish to be sited in a way that minimises its visual impact on the external appearance of the building and is of an appropriate size. Any aerals or dishes no longer required should be removed.

3.8. Laminated and wooden flooring

3.8.1 A tenant must seek permission before installing laminated or wooden flooring. The type of property will be considered for its suitability before granting permission. If flooring is laid without permission, the tenant may be asked to remove it.

3.8.2 Where permission is granted to install this type of flooring, this will be subject to the tenant installing adequate insulation to prevent noise transferring into neighbouring properties. The Council reserves the right to inspect this insulation before the new flooring is laid. If the flooring contributes to or increases noise nuisance to neighbours, the tenant may be asked to remove it. In such circumstances, the Council will not be liable for any cost of its removal or its replacement with an alternative form of floor covering.

3.8.3 If works need to be carried out to a tenant's home which requires the above flooring to be removed or lifted, the Council will not be liable for the cost of its removal, replacement or the cost of relaying it. The tenant will be responsible for lifting up any flooring prior to any repair or maintenance works being carried out.

3.9. Retrospective and conditional consent

3.9.1 A tenant who does not apply for written consent before carrying out work will be required to seek written retrospective consent, once the Council becomes aware of the issue.

- 3.9.2** A tenant who has been refused permission but continued to carry out works will be required to reinstate the property to its original condition. Failure to do so will result in the Council arranging for the works to be undertaken. The tenant will be recharged for the full costs of reinstating the property and the cost of rectifying any defects or damage resulting from the works.
- 3.9.3** In cases where the safety and integrity of the structure and/or the health and safety of the tenant, any household members, visitors or members of the public are at risk, the Council will arrange for all necessary works to be undertaken. The cost of the work and any other associated costs will be recharged to the tenant.
- 3.9.4** Consent for improvements may be given by the Council subject to certain conditions. Failure by a tenant to satisfy a condition imposed by the Council shall be treated as a breach of the tenancy agreement.
- 3.9.5** All recharges will be dealt with in line with the Council's Recharge Policy.

3.10. Building regulations and Planning Permissions

- 3.10.1** Some types of improvement, for example a porch, garages, sheds, extensions, satellite dishes and fencing, may need planning permission. Extra planning restrictions apply if a tenant lives in a conservation area.
- 3.10.2** Where building regulations or planning permissions may be required it is the responsibility of the tenant to enquire whether such applications are required for the requested work, to make such applications and to pay all necessary fees. All statutory approvals must be in place prior to any work commencing.
- 3.10.3** Improvements may need building control approval, whether planning permission is needed or not. This is to ensure good construction standards are adhered to. Where required it is the responsibility of the tenant to seek advice from Building Control before any works commence.

3.11. Freehold and leasehold requests

- 3.11.1** When a request is received from leaseholders or freeholders to make any improvements or structural alterations approval will be granted subject to the request being allowed under the conditions of the conveyance or lease. Where building regulations or planning permissions may be required it is the responsibility of the freeholder or leaseholder to enquire whether such applications are required for the requested work, to make such applications and to pay all necessary fees. All statutory approvals must be in place prior to any work commencing.

- 4 Equality impact considerations** – the policy is medium relevance to equality if it has a big impact on residents and users of the service

Medium

5 Appendices and other relevant information
N/A

6 Who authorised the policy/strategy and date of authorisation.
Housing Review Board

7 Related Policies/Strategies, Procedures and Legislation
EDDC Tenancy Agreement; EDDC Recharge Policy

8 Policy date for review and responsible officer
December 2020 – The Senior Technical Officer (Asset Management & Compliance)

East Devon District Council

Income Management including Debt Collection Policy/Strategy

Issue details	
Title:	Income Management and Debt Collection
Version number	Version 1.0
Officer responsible:	Andrea Loosemore
Authorisation by:	xxx
Authorisation date:	

1 Previous Policies/Strategies

[Click here to add information on old polices/strategies being superseded.](#)

2 Why has the council introduced this policy?

2.1 This document outlines East Devon District Council’s (EDDC), Rental section’s approach to the management of rent collection for Council dwellings, garages, and other related service charges. The aim of this Policy is to create a rent payment culture, ensuring that rent and charges are collected quickly and effectively, whilst supporting our tenants in matters relating to financial inclusion and the ability to manage their money.

3 What is the council’s policy?

3.1 Background

- 3.1.1 This policy applies to how the Rental section will oversee the management and recovery of arrears and other unpaid sums. A firm but fair approach to recovery of rent arrears will be adopted, which is sensitive to the individuals’ circumstances.
- 3.1.2 Proactive steps are to be taken to prevent and minimise the build-up of unpaid sums on rent and sub accounts where possible, recognising that from time to time tenants may experience financial difficulties. In these circumstances, Officers aim to support and work with tenants at the earliest opportunity to help tackle financial exclusion and to provide assistance to individuals experiencing financial difficulty.
- 3.1.3 This policy also covers the following points and should be read in conjunction with the related documents as stated below:
- Repossession Policy
 - Devon Home Choice Policy
 - Garage Management Policy

3.2 Definitions

3.2.1 for the purposes of this policy:

- **Rent** is defined as “a payment amount, fixed by a tenancy/licence agreement, by which a tenant is liable to pay at specified intervals in return for the right to occupy or use a dwelling, garage or support service”.
- **A current tenant arrear** is when a tenant(s) owes the Council outstanding rent or charges for a dwelling or a garage on a tenancy/licence which is still in place.
- **A former tenant arrear** is when a former tenant(s) owes the Council any outstanding rent or charges from a terminated tenancy.
- **Unpaid sums** are any monies outstanding for rent or a service received, for example alarm charge, court costs.
- **Charges** include court costs, sewage, heating, water, alarm or support charges.
- **Systems Thinking purpose** is to Pay the Right Rent at the Right Time.

3.3 Payment arrangements

3.3.1 It is the responsibility of the tenant to pay their rent and charges on time even if they are in receipt of benefits.

3.3.2 Rent and charges are payable by tenants over 52 weeks of the year, unless the year has been extended to 53 weeks to keep in line with the current tax year. Rent weeks begin on a Monday and this means that every seven years there will be an extra week in the year. Tenants who pay their rent weekly, need to pay on the Monday each week and tenants who pay it on a fortnightly or monthly basis need to pay in advance.

3.3.3 There are a number of methods by which tenants can make payments, for example, direct debit, online payments, automated telephone service, telephone calls to the office, standing order, Post Office or Payzone outlets. Deduction direct from salary is also an option for employees of EDDC.

3.3.4 Officers will promote all payment methods to tenants.

3.4 Prevention of arrears

3.4.1 The Rental section will take preventive measures to reduce arrears and prevent them escalating.

3.5 Early contact

3.5.1 Tenants will be contacted as soon as their rent account falls into arrears. They are expected to work with us as soon as there is a missed payment.

3.6 New tenants

3.6.1 When an offer of accommodation is accepted, the prospective tenant will be provided with clear information on their responsibility to pay rent on time, payment methods available to them, how to claim benefits for housing costs and the amount of rent and other charges payable.

- 3.6.2 In order to build a payment culture, the Council will ask new tenants to pay rent two weeks in advance on the day they sign-up for their tenancy/licence. If the new tenant is in receipt of benefits for housing costs, then the Council will ask for a small contribution towards the rent for the first week of the tenancy.
- 3.6.3 We will invite new tenants to accept a home appointment approximately six weeks after they signed for their new home to see how they are settling into their new home including discussing rent payments and benefit claims.
- 3.6.4 If it is not possible to meet with the tenant at that time, we will carry on trying to make contact. Tenants will be given the opportunity to be signposted to agencies that provide financial and debt advice where it has been identified that they may need assistance.

3.7 Applicants on Devon Home Choice with Rent Arrears

- 3.7.1 Households with significant rent arrears that led to a local authority or housing association in the previous 2 years obtaining an outright possession order under section 84 of the Housing Act 1985 in relation to Grounds in Part 1 of Schedule 2 other than Ground 8, will normally be excluded from the Devon Home Choice register. Please see the Devon Home Choice Policy for a full break down of individual circumstances.

3.8 Information and advice

- 3.8.1 Information will be provided about rent accounts through the issue of quarterly rent statements. Up-to-date statements can also be requested at any time.
- 3.8.2 All tenants will be advised of any changes to the rent or charges payable and reason for the changes; for example, we have a statutory duty to inform tenants 4 weeks in advance if we plan to increase their rent at the start of the new financial year.
- 3.8.3 Officers aim to reach an agreement (repayment plan) with the tenant to pay off any unpaid sums over a reasonable period of time. This must be both achievable for the tenant and acceptable to the Rental section.
- 3.8.4 The Rental section will work in partnership with agencies to facilitate the provision of independent advice to tenants about money management, debt, housing and welfare benefits.

3.9 Recovery of current rent arrears

- 3.9.1 The recovery of arrears will be dealt with in accordance with the Rental section's Rent Arrears Management Procedures, with an emphasis on maintaining regular personal contact via telephone, letters and home visits throughout the recovery process. All contact made with a tenant will be recorded on our housing management system.
- 3.9.2 Personal contact allows Officers to gain a greater understanding of the circumstances of tenants who may be finding it hard to pay their rent or charges. Where necessary, text and email may be used as methods of contacting tenants.
- 3.9.3 Where a tenant is claiming the housing cost element of Universal Credit and falls into rent arrears, contact will be made with the tenant. They will be advised that if they continue to

remain in arrears then an application will be made to the Department of Works and Pensions (DWP) to claim direct payments by way of alternative payment arrangements (APAs).

- 3.9.4 If a tenant is in receipt of Housing Benefit and falls into rent arrears, a repayment plan will be sought with the tenant. If the repayments aren't kept up with or we cannot contact the tenant then the Council will ask for deductions to be made from other ongoing benefits in respect of the debt at the applicable rate.
- 3.9.5 Legal proceedings will commence where there is a record of persistent arrears and the tenant does not make or adhere to an agreement to reduce the arrears. This action will be used as a last resort.
- 3.9.6 Rent arrear cases are referred to the Rental Manager prior to applying to court for possession or eviction to ensure that the Officer managing the case has followed procedure and done everything possible to recover the debt. Cases are discussed in detail and a decision is made as to whether or not they should be referred to court. The Rental section will ensure that all cases progressed to court comply with the Pre-action protocol for possession claims based on rent arrears and relevant statutory requirements.
- 3.9.7 If a support agency is involved with a tenant, no progression to Court will be made until the support agency provides an update on the tenants financial and other circumstances, as appropriate. Where it is known, or we have any suspicion, that a tenant is vulnerable we will involve the Housing Options Team of our action at the earliest possible stage.
- 3.9.8 At all stages of the legal process the tenant will be informed of the reasons for the action and where they can seek support and advice.
- 3.9.9 During legal proceedings, Officers will request a Possession Order and court costs will be recharged to the tenant. Where the court grants an Order for Possession, Officers will also seek to obtain a money judgement order, allowing further recovery of the debt after eviction.
- 3.9.10 It is the tenant's responsibility to notify us of any changes in their circumstances which may affect their ability to pay their rent.
- 3.9.11 Where a tenant holds an Introductory Tenancy and a Notice of Possession Proceedings has been served, they will have the right to appeal and have their case heard by the Strategic Lead – Housing, Health and Environment, or his/her appointed officer, neither of whom will have had any previous involvement in the decision to serve the notice.
- 3.9.12 The appeal will be dealt with by written representation unless the tenant requests an oral hearing. If the tenant requests an oral hearing, she/he has the right:
- to be heard and to be accompanied or to be represented by another person;
 - to call any person to give evidence, and ask her/him any questions.
- 3.9.13 Garage licences are non-essential expenditure, therefore, failure to pay will result in proceedings to terminate the licence.
- 3.9.14 Once garage rent of 4 weeks is owed we will serve a Notice to Quit and at the end of that notice period (minimum of 7 days), we will change the locks and repossess the garage.

3.10 Recovery of former tenant rent arrears

- 3.10.1 All former tenant arrears will be pursued. Every effort will be made to trace and contact debtors and make an arrangement to recover the debt. Where the debt remains unpaid the Rental section may use debt recovery agencies or initiate proceedings through the County Court to recover any unpaid sums. This may affect a tenant's credit rating.
- 3.10.2 When a tenant terminates their tenancy, Officers will make contact with the tenant prior to the tenancy ending to advise of any amounts that need clearing prior to termination. If it is not possible for the tenant to pay the balance in full, a repayment plan that is affordable and sustainable will be agreed.
- 3.10.3 Former tenants also will be signposted to where they can seek independent advice and support at their request.
- 3.10.4 If there is an outstanding debt relating to a deceased tenant, the next of kin, administrator or executor will be notified that there will be a claim against the estate. If the Rental section receive written confirmation that there are no funds in the deceased estate, the debt will be written off.

3.11 Recovery of other charges

- 3.11.1 The Rental section are responsible for recovering other charges, for example court costs, sewage or alarm charges.
- 3.11.2 If there is a sub account, for instance if a tenant has a debt relating to an outstanding court fee, they will be expected to clear any outstanding arrears on their main rent account first. Once arrears from the main account have been settled, the tenant must make arrangements to clear their sub account/s; failure to do so may result in the Council re-applying to court to recover the outstanding balance.
- 3.11.3 If there are no outstanding arrears on the main rent account but there is an unpaid sum on a sub account then the tenant is expected to pay or make an arrangement to clear any amounts outstanding.
- 3.11.4 Payment of alarm charges are due weekly in advance. When a tenant falls into arrears with their alarm charge and they have failed to engage with us or make an arrangement to clear any unpaid sums, this will be treated as a breach of the tenancy conditions and dealt with in the same way as rent arrear cases.

3.12 Arrangements

- 3.12.1 When arrears are present, Officers will consider the circumstances of the tenant, their payment history, current financial situation and their ability to pay when agreeing a repayment plan. A tenant may work with a partner agency who will complete a common financial statement and this will be taken into account if passed to our Officers. This is to ensure that the arrangement is affordable and manageable.
- 3.12.2 Tenants will be advised that court action may be taken to recover unpaid sums if payments are not made on a regular basis or an agreed arrangement is broken.

3.13 Claiming benefits and overpayments

- 3.13.1 It is the responsibility of the tenant to make a claim for benefit to cover their housing costs. It is important that tenants talk to Officers straight away if they experience benefit delays.
- 3.13.2 Where a tenant is claiming the housing cost element of Universal Credit, the Rental section will provide the relevant paperwork to the tenant to support any claims they make. If a tenant is claiming Housing Benefit, the Rental section can only liaise with Officers in the Benefits team about the case if the tenant has authorised this. Therefore, tenants must not assume that any issues relating to their Housing Benefit will be resolved without any input from them.
- 3.13.3 Joint tenants are 'jointly and severally' responsible for paying rent and any charges on time as well as any unpaid sums. This means that if one joint tenant does not pay, the other is fully liable. This will still be the case where Universal Credit is only paid to one member of the household, or where one joint tenant has left the property.
- 3.13.3 The rent arrears process will still be followed where there is a debt due to an outstanding benefit claim or delay. However, cases will be referred to the Rental Manager where a decision will be made whether or not court proceedings will commence. Where a tenant is entitled to benefit to cover their full rent and they have not been responsible for the delay and can satisfy us that they have provided all supporting evidence to support their claim, court proceedings will not commence.
- 3.13.4 Tenants are expected to pay any rent due which is not covered by benefits on time.
- 3.13.5 Tenants are responsible for paying back any overpayment of benefit that covered their housing costs.
- 3.14 Insolvency Arrangements – Bankruptcy, Individual Voluntary Arrangements (IVA) and Debt Relief Orders (DRO)**
- 3.14.1 Where a tenant has an insolvency arrangement they remain liable to pay current rent as usual. Written confirmation of any arrangements will be required and once received, Officers will update the rent account with details. This is because people subject to such arrangements are advised not to contact their creditors, instead, EDDC should be working with the Receiver who can provide all relevant information.
- 3.14.2 Where a tenant is bankrupt, rent arrears are not written off automatically. Any repayment of rent arrears will be dealt with direct with the Official Receiver and may then be discharged after a year. Ongoing rent charges remain the responsibility of the tenant and must be paid in accordance with their tenancy agreement.
- 3.14.3 Rent arrears accrued prior to a DRO being granted will be dealt with differently. If there is a DRO, creditors are prevented from pursuing debts for a period of 12 months. Tenants with a DRO are still liable to pay rent, and rent arrears incurred after the DRO has been made are not covered by the suspension. Repayment of these arrears will be dealt with in accordance with the Rent Arrears Management Procedures.
- 3.15 Write offs**
- 3.15.1 In some circumstances, we will write off irrecoverable debts where they are uneconomic to pursue, for example where there are arrears outstanding after the death of a tenant and there is no estate to recover the debt.

- 3.15.2 Prior to any unpaid sums being written off, Officers will carry out the relevant recovery actions before seeking approval to write off the debt.
- 3.16 Legal action**
- 3.16.1 Tenants will be referred to court to secure formally any amounts owing where they have failed to engage with us, or keep to an arrangement. This is a serious step which puts their tenancy at risk and will result in the tenant having to pay for court costs.
- 3.16.2 Procedures laid out by the Pre-Action Protocol for possession claims (see **Annex 1**) based on rent arrears will be followed by Officers when court action is being considered.
- 3.16.3 In cases where the tenant has failed to keep to a court order and where it is deemed appropriate, repossession proceedings will be undertaken. Tenants will be encouraged to attend court and will be signposted to where they can seek independent advice and support.
- 3.16.4 The Council’s primary concern is to recover rent not to gain possession. We will consider eviction only as a last resort if all other action has failed.
- 3.17 Changing possession orders**
- 3.17.1 A tenant may be able to request a possession order be varied. This will depend on whether or not the judge had a choice when making the possession order in the first instance, for example in some situations the judge has no choice about making an order and cannot change it once made, as long as the landlord followed the correct legal procedure to obtain the order (This applies to introductory or demoted tenancies).
- 3.17.2 Where a tenant requests to make a change to a possession order, they will be advised to seek independent advice about applying to the court to either have the possession order set aside, suspend or postpone the date for possession or vary the terms of the order. It will be the responsibility of the tenant to supply the relevant evidence (for example the reason they missed a rent payment, details about change in income, details of an outstanding housing cost claim) in their application to have a case re-heard or the possession order to be varied, set aside or delayed.
- 3.17.3 Any application to the court to set aside a possession order, does not automatically stop the court bailiff carrying out an eviction. It is the responsibility of the tenant to request the court to stay or suspend any warrants at the same time they apply for an order to be set aside or varied.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service

High

- 4.1 The Rental section will tailor its service to meet the diverse needs of individuals. They will foster good relations with people when providing their services to eliminate discrimination and promote opportunity of equality.

- 5

Appendices and other relevant information

Annex 1 – Pre-Action Protocol for possession claims.
- 6

Who authorised the policy/strategy and date of authorisation.

[Click here to enter who authorised the policy/strategy and when.](#)
- 7

Related Policies/Strategies, Procedures and Legislation

- Corporate Debt Collection Policy
 - Tenancy Agreement
 - Data Protection Act 1998
 - Pre-action Protocol for Possession claims by Social Landlords
 - Rent Arrear Management Procedures
 - Housing Service Plan
- 8

Policy date for review and responsible officer

8.1

This Policy has been written in line with good practice and current relevant legislation.

Unless there are any changes to such legislation beforehand, the next review of this Policy is due October 2021 and every four years thereafter by the Rental Manager.
- Version 1
- 79
- 8

East Devon District Council

Leasehold Management Policy

Issue details	
Title:	Leasehold Management Policy
Version number	Version 1.0
Officer responsible:	Landlord Service Manager
Authorisation by:	HRB
Authorisation date:	

1 Previous Policies/Strategies

N/A

2 Why has the council introduced this policy?

This policy outlines East Devon District Council's (EDDC) approach to meeting its obligations to leaseholders in accordance with the terms of their leases and the relevant legislative requirements.

3 What is the council's policy?

1. Introduction

This policy statement outlines East Devon District Council's (EDDC) approach to meeting its obligations to leaseholders in accordance with the terms of their leases and the relevant legislative requirements.

2. Scope

This policy explains how the Council will meet its responsibilities to leaseholders under the terms of their lease and to provide them with a high standard of service in the management and maintenance of their homes. In addition it explains the service charges that leaseholders are responsible for as well as ensuring that all leaseholders understand their rights and responsibilities.

This policy covers the following points and should be read in conjunction with the related documents highlighted below:

- Leasehold management
- Changes to leases
- Selling a property and the right to manage
- Service charges
- Complaints and disputes

3. Related Documents

- Lease Agreements
- Leaseholder's Handbook

- Relevant Tenancy Management policies and procedures.

4. Definitions

Leasehold Management covers the range of services provided by the Council to those who own their property on a leasehold basis.

A Leaseholder is a tenant who has purchased a long lease, usually lasting up to 125 years.

Service charges are defined under section 18 of the Landlord and Tenant Act 1985 as “an amount payable by a tenant of a dwelling as part of or in addition to the rent (a) which is payable directly or indirectly for services, repairs, maintenance, improvements or insurance or the landlord’s costs of management (b) and the whole or part of which varies or may vary according to the relevant costs”.

Major works are usually cyclical works or significant improvements to the structure or fabric of the building. This may include external painting or re-roofing, where the lease allows a recharge to be made to the leaseholder to recover costs of the work.

Lease is a binding contract between EDDC and the leaseholder which outlines the rights and duties of both parties.

5. Leasehold management

- 5.1 We will comply with legislation relating to leasehold management and service charges.
- 5.2 We expect that leaseholders will be provided with a copy of their lease by the solicitor acting on their behalf when they purchased their home. If, however, the leaseholder requires a copy, this can be obtained in various ways, for example from the Land Registry or from us. A charge will be made for this service.
- 5.3 We will collect from leaseholders all monies due from them under the terms of their lease.
- 5.4 Where a leaseholder is experiencing financial hardship, we will signpost them to appropriate agencies to provide financial advice and guidance.
- 5.5 We will provide new leaseholders with a copy of the Leaseholder’s Handbook which contains key information and advice regarding the services they can expect to receive.
- 5.6 Relevant information will be sent to leaseholders to inform them about the work of the Council.

6. Leaseholder improvements

- 6.1 Leaseholders are responsible for maintaining and repairing the internal parts of their home, including maintenance of fixtures and fittings.
- 6.2 It is the responsibility of the leaseholder to ensure that adequate smoke alarms and carbon monoxide alarms are installed, working and that these are tested on a regular basis.

6.3 We are supportive of leaseholders wishing to improve their homes. Leaseholders are required under the terms of their leases to obtain written consent from us to make any alterations or improvements. Where permission is refused, we will set out the reasons in writing for our decision.

6.4 The loft space within a block of flats remains the property of the Council and should not be used by a leaseholder for any purpose including the storage of goods. The Council may require access to the loft space to carry out work or to inspect it, the leaseholder must not refuse access.

7. Repairs and maintenance

7.1 We will maintain the external fabric of the building and shared communal areas in accordance with lease obligations. This will include day to day repairs, cyclical maintenance and major works. Under the terms of the lease, we will charge leaseholders for their share of the costs.

8. Consultation

8.1 We will ensure that leaseholders are fully consulted in compliance with section 20 Landlord and Tenant Act 1985 (as amended). This requires consultation with leaseholders on proposed major repairs or improvements for which they are required to pay and also proposed changes to contracts for long term maintenance services.

9. Subletting

9.1 Leaseholders may be able to sublet their property, subject to written consent from us. They are advised to refer to their lease for clarification.

9.2 If a leaseholder chooses to sublet their property, they will become a landlord and will be subject to the rules and regulations imposed on landlords.

9.3 The leaseholder will still be responsible for:

- Paying service charges;
- Providing up to date contact details, details of their tenant and any management company (if applicable) in case of emergencies or problems caused by defects within the property;
- Ensuring that the property does not become overcrowded;
- Obtaining consent from their mortgage company to sublet, (where applicable);
- Servicing the gas supply and appliances in the property annually and providing their tenant with a copy of the safety check certificate;
- Installing carbon monoxide detectors and smoke alarms;
- Providing their tenant with an Energy Performance Certificate;
- Ensuring that the leaseholder's tenant does not breach the conditions of the lease. We will take legal action against any breach of conditions which are not resolved.

10. Anti-social behaviour

- 10.1** Should a leaseholder have issues with neighbouring Council tenants, such as anti-social behaviour, harassment, noise or nuisance, they are advised to report these problems directly to the Council. This will be dealt with in accordance with our Anti-Social Behaviour policies and procedures.

11. Breaches of the lease

- 11.1** We will take appropriate action, which may include taking legal action, whenever we become aware that a leaseholder is in breach of the terms of their lease. Such breaches may include:-

- Unapproved alteration or improvement works;
- Improper use of property including illegal activities;
- Failure to pay service charges;
- Causing anti-social behaviour;
- Failure to maintain the property or damage caused thereto;
- Failure to allow Council employees, contractors or agents access;
- Failure to move into temporary accommodation offered by the Council following the need to carry out health & safety or emergency work to the block.

- 11.2** If the leaseholder does not remedy the breach of their lease, we may consider, as a last resort, applying for forfeiture of the lease.

12. Service charges

- 12.1** Leaseholders are responsible for paying their share of the Council's costs for repairing and maintaining the exterior and communal areas relating to their home. Service charges that leaseholders are responsible for include: ground rent, insurance, grounds maintenance, caretaking service, communal gas/electric, repairs on communal areas, repairs before repainting, repainting, management and administration fees.

- 12.2** The Council will provide service charge estimates in the section 125 Notice (the offer notice detailing the sale) to the prospective leaseholder. Leaseholders may be charged a reasonable proportion of the cost of any relevant works undertaken after the initial five year period of their purchase.

- 12.3** Charges for each financial year are sent to leaseholders on an annual basis. Payment is required within twenty one days of the date of the invoice.

- 12.4** Leaseholders will be offered a variety of different ways to pay their service charges. Methods of payment include: monthly or annual direct debit, automated telephone service, bank transfer, cheque, Post Office, standing order, over the internet, payment kiosk, salary deduction (for employees of EDDC) or by debit or credit card at our offices or over the phone.

13. Service charge arrears

- 13.1** Any leaseholder who falls behind with payments will be notified of this. In addition, they will be advised that appropriate action for debt recovery will be taken.

13.2 The leaseholder will be contacted and encouraged to either make an immediate payment to clear the full amount or to make an arrangement to clear the outstanding amount.

13.3 If a leaseholder refuses to pay for service charges or where other courses of recovery action have failed, legal proceedings may be considered including: obtaining a County Court Judgement, which will affect a leaseholder's credit rating, an Attachment of Earnings, a Charging Order on the property or an approach to their mortgage company to request payment of the outstanding charges, which would then be added to the mortgage. As a last resort, we may apply for forfeiture of the lease.

14. Summary of service charge accounts

14.1 Leaseholders have a statutory right to seek a summary of the service charge account under section 21 of the Landlord and Tenant Act 1985. The request must be in writing and can request a summary of the 'relevant costs in relation to the service charges payable' in respect of the last accounting year, or where accounts are not kept by accounting years, the past twelve months preceding the request.

14.2 The Council will provide the summary within one month (or within six months of the end of the twelve month accounting period, whichever is the later).

15. Leaseholder Valuation Tribunals (LVT)

15.1 If a leaseholder is dissatisfied with a service or the charge levied for that service, and they cannot resolve the matter, they can go to the LVT. Leaseholders can also seek a determination on works or services that are proposed in the future. There are certain restrictions where a leaseholder cannot make an application to the LVT. Leaseholders are advised to seek further guidance from the government website, www.gov.uk

4 Equality impact considerations – the policy is medium relevance to equality if it has a big impact on residents and users of the service

Medium

5 Appendices and other relevant information

N/A

6 Who authorised the policy/strategy and date of authorisation.

Housing Review Board

7 Related Policies/Strategies, Procedures and Legislation

- The Landlord and Tenant Act 1985 - <https://www.legislation.gov.uk/ukpga/1985/70>

8 Policy date for review and responsible officer

December 2020 – The Senior Technical Officer (Asset Management & Compliance)

East Devon District Council

Mutual Exchange Policy

Issue details	
Title:	Mutual Exchange Policy
Version number	Version 1.0
Officer responsible:	xxxx
Authorisation by:	xxx
Authorisation date:	

1 Previous Policies/Strategies

[Click here to add information on old policies/strategies being superseded.](#)

2 Why has the council introduced this policy?

- 2.1 EDDC is keen to promote mutual exchange as a way of encouraging and promoting tenant mobility. We will do this by:
- Informing tenants of their right to exchange in the tenancy agreement and tenants handbook;
 - Provide an opportunity for tenants to move anywhere in the country without needing to go through the choice based lettings (CBL) system, especially where they do/would not have a high priority for a move;
 - Promote mutual exchanges as a method to enable tenants to choose a home in the area they wish to live in;
 - Provide advice and assistance for those carrying out an exchange;
 - Facilitating access to an online mutual exchange register. EDDC use homeswapper.co.uk

3 What is the council's policy?

3.1 Policy Aims

- 3.1.1 The key aims of this policy are to:
- Provide a framework to ensure that mutual exchanges are carried out efficiently and fairly in full compliance with legislation and the tenancy agreement.
 - To comply with and support the Government's nationwide social home swap programme to give council and registered social landlord tenants a wider choice in where they want to live.
 - Minimise costs to EDDC through a comprehensive inspection and approval process prior to and upon exchange taking place.
 - Encourage the use of mutual exchanges so EDDC will achieve the best utilisation of its housing stock while minimizing the risks of inappropriate moves

- Establish/maintain a good relationship with all our partners including the local authorities and other registered social housing providers (RP).

3.2 Who the Policy Covers

- 3.2.1 This policy covers EDDC social housing tenants, including those on Secure and Flexible tenancies living in general purpose and supported housing stock.
- 3.2.2 This policy does not cover tenants with Introductory Tenancies and Licenses.

3.3 Types of Exchange and Tenancies

- 3.3.1 Mutual exchanges are carried out in one of two ways:
- Through assignment
 - Through surrender and re-grant of tenancies
- 3.3.2 Assignment is the swapping of tenancies at the same time as homes are exchanged. The incoming tenant will take on the rights and responsibilities of the tenant they have swapped with. This is used when those exchanging homes hold tenancies with a similar security of tenure.
- 3.3.3 Section 158 Localism Act 2011 provides that surrender and re-grant will take place where:
- at least one of the tenants who wishes to transfer has a secure or assured tenancy which commenced before 1 April 2012.
 - at least one of the tenants has a Flexible tenancy or Fixed Term Assured Shorthold Tenancy.
- 3.3.4 Surrender and re-grant does not apply where a Secure or Assured Tenant exchanges with a:
- tenant with a Fixed Term tenancy of less than two years;
 - Affordable Rent tenant (the landlord can charge up to 80% of what it would cost if you were renting the property privately);
 - Intermediate Rent tenant (tenants who pay rent levels below the normal market rent level in that area, although rents are higher than what a tenant would normally expect to pay in social housing);
 - mortgage rescue tenant (typically where a housing association buys their property and rents it back to them as assured shorthold tenants).
- 3.3.5 Tenants who hold a lifetime (Secure or Assured) tenancy granted before April 1st 2012 have their security of tenure protected by law. Tenants who hold a Secure or Assured Tenancy granted before this date therefore cannot swap tenancies (be assigned) with a Fixed Term or Flexible Tenant, though there are exceptions.
- 3.3.6 This legislative protection will not apply when a lifetime tenant chooses to exchange with a Fixed Term Tenant on an affordable rent.

3.3.7 Post 1 April 2012 Secure and Assured tenants lose their security of tenure if exchanging with a Flexible or Fixed Term Assured Shorthold tenant and exchange continues to be achieved by deed of assignment.

3.3.8 The table below sets out whether an exchange by assignment or by surrender and re-grant will take place.

Tenant 1	Tenant 2	Mutual Exchange Assignment or Surrender and Re-Grant.
Secure	Secure	Deed of Assignment.
Secure	Assured	Deed of Assignment.
Secure pre 2012	Flexible/Fixed Term	Surrender and re-grant – each tenant gets a new tenancy with the same or similar level of security they currently have.
Secure post 2012	Flexible/Fixed Term	Deed of Assignment.
Flexible/Fixed Term	Flexible/Fixed Term	Assignment – each tenant gets a new tenancy with the same or similar level of security they currently have.

3.4 Landlord's consent to exchange

3.4.1 Before EDDC will proceed with the exchange a token payment of £50 towards the electrical check and £50 for the gas check must be paid by the tenant.

3.4.2 Monies paid will be refunded to the tenant if the exchange does not proceed and the cancellation of the exchange is not the fault of the tenant(s).

3.4.3 All those involved in the exchange must complete a mutual exchange application form.

3.4.4 Once payment has been made and all completed forms have been received EDDC will acknowledge the exchange and notify all the proposed exchange partners of the decision within 42 days.

3.4.5 EDDC will not withhold consent for a mutual exchange on the grounds of under-occupation unless the incoming tenant will under-occupy the property by more than one bedroom.

3.4.6 When determining the bedroom allocation required; EDDC will follow the Devon Home Choice Allocations procedure by allowing one bedroom for each of the following:

- A single person
- A married or cohabiting couple
- An adult aged 16 years or

- Two children of the same sex and under the age of 16 years old
- Two children under the age of 10 years old regardless of their sex
- Any other child
- Woman/couple

3.4.7 A couple or woman who is pregnant will be deemed to have a two bedroom need.

3.4.8 A tenancy review will be undertaken as part of the application process and information will be cross checked against internal and external data.

3.4.9 EDDC will request a reference for the assignee from their Landlord and consent will not be given until the reference is received.

3.5 **Safety Checks**

3.5.1 EDDC will carry out a number of property inspections to ensure that the property is in a good state of repair. These inspections will include the following:

- Inspection from the maintenance surveyor who will check the structure, fixtures and fittings in the property. If the surveyor finds any changes, damage or fittings that are the tenant's responsibility and are not up to EDDC standards these will have to be rectified before the exchange can proceed, with another visit being arranged for the agreed works to be signed off.
- Any problems found by this inspection that are EDDC responsibility will be put right before the exchange proceeds.
- Electrical inspection will be carried out.
- An inspection by the Housing Allocations team will be carried out at this inspection the officer will look at the cleanliness of the property and garden and discuss items that are being left by the outgoing tenant for the assignee.
- A gas check will be carried out on the day of the move with the gas being capped when the outgoing tenant moves out and re-instated and checked when the incoming tenant moves in.

3.5.2 Safety certificates will be provided to new residents for their own information and a copy held on the asset management system.

3.5.3 EDDC will require tenants to sign to accept liability for any non-standard alterations or installations and any items which tenants have agreed with each other to leave in the property.

3.5.4 Incoming tenants will be entitled to day to day repairs and included in any EDDC upgrade programme.

3.5.5 Assignees wanting to move to supported accommodation who claim on their application they had no need for any adaptations, who then put in for adaptations will not be considered for 12 months unless there is exceptional circumstances.

3.6 Exchanges without consent

3.6.1 If a tenant does not obtain EDDC's written consent or the application to exchange was withheld or rejected, the exchange will be unlawful. Both tenants will be in the position of:

- Having no legal interest in the tenancy at the property at which they are living.
- Being liable for the rent and other obligations of their original respective tenancies; and having lost their security of tenure because they are no longer occupying their original home as their only or principle home.

3.6.2 In these instances the available options to EDDC are to:

- Consider making the exchange legal by completing the new Tenancy Agreements or Deed of Assignment, and Licence to Assign forms retrospectively.
- Demand that both tenants return to their original homes; or terminate the tenancies by serving NTQ and without prejudice NOSP on the original homes to seek possession.

3.7 Rent Arrears

3.7.1 EDDC cannot withhold consent to a mutual exchange because a tenant has rent arrears unless:

- The tenant or proposed exchange partner has a possession order outstanding against them, whether or not it has already come into force.
- The tenant or proposed exchange partner has outstanding possession proceedings against them or a NOSP is still in force.

3.7.2 EDDC will however make it a condition of granting permission that any rent arrears need to be cleared before the exchange can proceed.

3.8 Succession

3.8.1 The right to succession is personal to the individual tenant and this right transfers with the tenant when they move in a mutual exchange. No new succession rights are created as a result of a mutual exchange and if the incoming tenant has previously succeeded to a tenancy no further successions would be permitted under the tenancy accepted with EDDC.

3.8.2 Assignment by way of mutual exchange does not count as a statutory succession.

3.9 Permission for Exchange

3.9.1 EDDC will only give permission for an exchange to take place when the consent of all other landlords involved has been obtained and all the following requirements have been met:

- A satisfactory report has been received from landlords of other tenants involved in the exchange concerning tenancy conduct including rent payments, anti-social behaviour and property condition.

- The report should also address any support needs the incoming tenant has.
- Agreement has been reached between landlords that the exchange may go ahead.

3.9.2 Once the agreement has been reached a letter of confirmation will be sent to all parties involved with the time and date for the completion of paperwork taking place.

3.9.3 The assignee will also receive the following information including:

- Tenancy Agreement with confirmation of the tenancy they will be taking on;
- Tenant's handbook;
- Copy of the Maintenance Surveyors report;
- Copy of the electrical report;
- Disclaimer form for items being left in the property by the outgoing tenant.

3.10 **Section 106 Agreements**

3.10.1 Section 106 Agreements are made under the Town and Country Planning legislation, and make planning permission subject to certain conditions. In the context of lettings and exchanges these may seek to restrict lettings to people with local connections.

3.10.2 EDDC will have regard of Section 106 Agreements where relevant, and will refuse applications where the Section 106 Agreement principles would be broken.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service

Low

[Click here to outline the equality considerations which should include any particular adverse impact on people with protected characteristics and actions to mitigate these.](#)

5 Appendices and other relevant information

[Click here to enter appendices and other information](#)

6 Who authorised the policy/strategy and date of authorisation.

[Click here to enter who authorised the policy/strategy and when.](#)

7 Related Policies/Strategies, Procedures and Legislation

7.1 Section 158 of the Localism Act 2011 sets out the grounds under which a mutual exchange can be refused, these are broadly the same as those set out in Schedule 3 of the Housing Act 1985. The table below shows what grounds apply under both of these acts.

Schedule 3 Of the Housing Act	Schedule 14 Of the Localism Act	Grounds for Refusing a Mutual Exchange
	Ground 1	When rent lawfully due from a tenant under one of the existing tenancies has not be paid.
	Ground 2	When an obligation under one of the existing tenancies has been broken or not performed
Ground 1	Ground 3	A court order for possession or a suspended possession order has been made for either property.
Ground 2	Grounds 4 and 5	The Land Lord has served Notice Of Seeking Possession and the notice is still in force or possession proceedings have commenced.
Ground 3	Ground 7	The property is substantially larger than in reasonably needed by the proposed assignee.
Ground 4	Ground 8	The property is not reasonably suitable to the assignee and their household
Ground 5	Ground 9	The property is part of a building that is held for non-housing purposes or it is situated in a cemetery and was let in connection with employment with the Land Lord or Local Authority or a new town corporation, housing action trust, urban development corporation or the governors of a grant aided school.
Ground 6	Ground 10	The Local Landlord is a charity and the proposed assignee's occupation of the property would conflict with the object of the charity.
Ground 7	Ground 11	The property has been substantially adapted for occupation by a physically disabled person and if the assignment went ahead a physically disabled person wouldn't be living there.
Ground 8	Ground 12	The Land Lord lets properties to people in difficult circumstances (other than merely financial circumstances) and the proposed assignee would not fulfil this criteria
Ground 9	Ground 13	The property is let to people with special needs and there is a social service or special facility nearby to the properties to assist people with these special needs and if the assignment was to go ahead no person with those special needs would be living there.
Ground 10	Ground 14	The dwelling is subject of a management agreement where the management is a Housing Association of which least half the members are tenants subject to the agreement and at least half of the tenants of the dwellings are members of the association and also that the proposed assignee is not such a member and is not willing to become one.

Additional ground (Housing Act 2004)	Ground 6	An injunction order under section 153 of Housing Act 1996 or an Anti-Social Behaviour Order or a Demotion Order or a possession order under Ground 2 for Secure Tenancies or ground 14 for Assured Tenancies is in force or an application for one of those is pending either against the tenant, the proposed assignee or a person who resides with either of them.
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7.2 Mutual Exchange procedures

7.3 Allocations procedures

7.4 Devon Home Choice Policy

8 Policy date for review and responsible officer

8.1 To be reviewed January 2020 by the Housing Needs and Strategy Manager.

East Devon District Council

Recharge Policy

Issue details	
Title:	Recharge Policy
Version number	Version 1.0
Officer responsible:	Amy Gilbert Jeans
Authorisation by:	
Authorisation date:	

1 Previous Policies/Strategies

No previous strategy

2 Why has the council introduced this policy?

This policy has been introduced to coincide with the development of a new tenancy agreement to explain the process of recharging tenants for repairs required on Council properties due to damage, neglect, misuse or abuse by tenants, residents, members of their household or visitors to their home.

3 What is the council's policy?

3.1 Definitions

3.1.1 The following definitions apply to this policy

- **Tenant** – anyone who holds a Council tenancy or is a leaseholder with EDDC.
- **Council property** – any property owned by the Council including, accommodation, land, car parks, garages, gardens, communal and shared areas.
- **Wilful damage** – for example, damaged doors or windows, DIY which has damaged the fabric/structure of the property or its internal parts.
- **Neglect** – for example, damage to doors and graffiti to walls.
- **Accidental damage** – for example, knocking a light fitting with a ladder when decorating.
- **Emergency repair** – a repair that is required to removed immediate danger to people, avoid flooding or major damage to the property, make the property secure, or restore total loss of heating in the winter.
- **Owner-Occupier** – an owner of a property that was previously owned by the Council; a leaseholder.

3.2 Tenant's responsibilities

3.2.1 The tenancy agreement sets out which repairs tenants are responsible for. Tenants are advised that they must keep their home in a reasonable condition

and leave it clean and tidy when they end their tenancy. We will recharge the tenant for the cost of repairing any damage they have caused and/or the clearing, storage and disposal of any items left behind.

- 3.2.2 If a tenant undertakes any alterations to a Council property and if the works are not up to an acceptable standard, they will be required to make good. If they fail to complete works to an acceptable standard then the tenant will be recharged for any costs incurred to make good.
- 3.2.3 If a tenant undertakes any alterations to a Council property without prior written consent, they will be required to seek retrospective consent from the Council. If consent is declined then the tenant will be required to remove any alterations. Alternatively, the council will carry out the work required with the cost recharged to the tenant.
- 3.2.4 Where we have clear evidence that a defect or damage to any Council property has been caused by neglect, misuse or wilful damage by the tenant, or by members of the household including visitors to their home, the tenant will be held responsible and will be recharged for costs incurred.
- 3.2.5 Where works are required because the tenant, a member of their household or a visitor to their home has deliberately or accidentally caused damage to the property, the tenant will be recharged. This includes damage to any Council property; for example fixtures and fittings in their home, garden, garages or any communal fixtures or fittings owned by the Council and that are the responsibility of the tenant to replace or repair if lost and/or damaged.
- 3.2.6 If the property has been damaged due to criminal activity, for example a smashed window or forced door, where there is a valid crime reference from the Police, the repair will not be recharged to the tenant. This will only apply if the tenant is a victim of the criminal activity (e.g. the damage was not caused as a result of their own criminal behaviour).
- 3.2.7 In an emergency we may have no alternative but to enter your home without notice by any necessary means. An emergency in this case would be a situation that could cause personal injury or damage to your home or a neighbouring home. Tenants should refer to their tenancy agreement for more information on emergency access to their accommodation.
- 3.2.8 Genuine emergency repairs must be reported to ensure tenants are safe and secure in their homes. However, if the repair is not an emergency or not as urgent as the tenant stated or if is for work which is not considered to be our responsibility, we reserve the right to recharge any costs incurred for making the visit. Tenants should refer to their tenant handbook for more information on emergency and urgent repairs.
- 3.2.9 Where the tenant has refused access for us to carry out our statutory obligations, (e.g. the annual gas service) we reserve the right to recharge the tenant for any costs incurred to gain access. This may include obtaining an injunction.

3.2.10 If a tenant is out when we visit for a pre-arranged repair appointment, we may recharge for any costs incurred.

3.3 Assignments – Mutual Exchanges

3.3.1 Prior to tenants mutually exchanging properties, we will inspect the property to identify repairs and any tenant improvements or fixtures which are not the landlord's responsibility.

3.3.2 We will advise the incoming tenant that in assigning or surrendering their tenancy they accept the property in its existing condition. The tenant will be required to sign a disclaimer to this effect.

3.3.3 In particular the tenant will be issued a report detailing the following:

- Any fixtures and fittings installed by the outgoing tenant which are not the landlord's responsibility
- Defects caused by the outgoing tenant which are not the landlord's responsibility, for example broken door handles or holes in walls.

3.4 Other recharges

3.4.1 We will recharge for any costs incurred by:

- Replacing any lost or broken door entry key fobs or keys and for changing locks.
- Storing tenant's goods following eviction.
- Removing graffiti and rectifying any damage.
- Vandalism to Council property, where the Court has prosecuted the perpetrator or where the individual has admitted the damage.
- Taking legal action where the tenant has prevented us from carrying out our legal obligations.
- Clearing items from communal areas.
- Damage identified following routine property inspections.
- Removal of trees or hedges which are not our responsibility, if these are deemed to be dangerous or overgrown.
- Tidying of gardens that have been neglected or are overgrown.
- Wilful damage caused to the solar PV system (where it is installed).
- Using the Council's Handyperson to carry out specified works on the tenant's behalf that are not included in the Handyperson scheme.
- Damage caused by excessive hoarding of items within the property.
- Clearing dog fouling.
- Garage evictions (to include clearance costs and lock changes).
- Damage to car parking areas and the removal of unauthorised vehicles.
- Damage to fences and gates owned by us.
- Removing abandoned or non-roadworthy vehicles.
- Damage to the structure of the building.
- Attending a power failure caused by blown light bulbs or faulty appliances.

- Attending a blocked waste where the resident has not tried to clear it themselves, or where the cause of the blockage is deemed to be through neglect or misuse.
 - Removing rubbish or items left at the property on ending a tenancy.
 - Damage to communal TV aerials.
 - Excessive Cleaning required to a property due to neglect.
 - Any other circumstances that cause an unreasonable cost to the Council.
- 3.4.2 Owner-occupiers may be responsible for payments towards the cost of the upkeep of paths, car parking areas, roads, general ground maintenance and the upkeep and maintenance of septic tanks. This will be dependent on the clauses specified in their conveyance. Leaseholders will be responsible for paying any costs included in their annual service charges.
- 3.4.3 If items have to be removed from a communal area, such as clearance of furniture or a personal item, and the person responsible is not known, the tenants within that block will be recharged in equal amounts, where it is considered to be appropriate and reasonable in the circumstances to do so.
- 3.4.4 We reserve the right to refuse to carry out rechargeable works provided that by doing so, we are not putting tenants at risk. This may be due to non-payment or where repayment arrangements have not been kept.
- 3.5 Collection of charges**
- 3.5.1 When a rechargeable repair is identified, the tenant will be advised of the approximate cost of that repair.
- 3.5.2 Any works we carry out whether on behalf of a tenant or due to them refusing to accept responsibility for the works, where this results in a security and/or health and safety implication, they will be recharged and the normal recovery procedures will be followed. The tenant will be given the opportunity to arrange for the work to be carried out themselves.
- 3.5.3 If rechargeable works are carried out to empty properties or garages where the tenant has absconded or moved away, then these debts will be pursued by our sundry debts team. If all other means of recovery have been exhausted, we will consider passing this to a collection agent.
- 3.5.4 Where a rechargeable repair is identified, tenants can carry out works themselves. They can also engage a qualified specialist if necessary. This individual must have public liability insurance and be appropriately registered for the applicable trade, for example a qualified registered electrician or gas engineer.
- 3.5.5 All works must be completed to a standard accepted by us. The relevant planning permissions and building regulations need to be obtained by the tenant at their own cost. Where applicable, the tenant is required to provide certification and to dispose of waste in line with waste regulations.

- 3.5.6 EDDC will assist with the cost of an asbestos survey where necessary.
- 3.5.7 Where we carry out works, we will issue a recharge invoice to the tenant. If the tenant is unable to pay for the works in one payment, we will look to agree a payment plan.
- 3.5.8 When necessary and appropriate, we will commence legal action to recover any unpaid sums. Any costs incurred for taking such action will be recharge to the tenant.
- 3.5.9 Recharges will only be written off in exceptional circumstances in line with the Write Off Policy.

3.6 Exceptions

- 3.6.1 We reserve the right to waive the cost of a recharge in exceptional circumstances, however, this will be at our discretion.
- 3.6.2 If damage is caused to the property as a result of domestic abuse actions or antisocial behaviour, the tenant will be advised to report the incident to the police to obtain a valid crime reference. The tenant will not be recharged, but the third party, where known, will be pursued for the damage.

3.7 Reducing repairs

- 3.7.1 We carry out tenancy home checks at our properties to ensure tenants are looking after their homes. Cases of damage and/or neglect will be recorded and followed up. We will help tenants who need support to maintain their tenancy.
- 3.7.2 We will provide information about recharges to current and prospective tenants during the sign up process and this is reiterated in the Tenancy Agreement. A copy of this policy is available to view on the Council's website and also available on request.
- 3.7.3 We will promote the availability of low cost home contents insurance to new and existing tenants. Tenants are encouraged to take out household insurance.

3.8 Complaints

- 3.8.1 We will deal with any complaints about our service in accordance with our Complaints procedure.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service

High

5 Appendices and other relevant information

[Click here to enter appendices and other information](#)

6 Who authorised the policy/strategy and date of authorisation.

[Click here to enter who authorised the policy/strategy and when.](#)

7 Related Policies/Strategies, Procedures and Legislation

- Garage Management Policy
- Mutual Exchange Policy
- Tenancy Agreement
- Recharging Procedures
- Complaints Procedure
- Gas Safety Policy
- Pets in Council Houses policy

8 Policy date for review and responsible officer

- 8.1 The policy will be reviewed every 2 years with the next date due in January 2020 by the Property and Asset Manager.

East Devon District Council

Possession of Council Homes and Garages Policy

Issue details	
Title:	Possession of Council Homes and Garages Policy
Version number	Version 1.0
Officer responsible:	Andrea Loosemore
Authorisation by:	
Authorisation date:	

1 Previous Policies/Strategies

[Click here to add information on old polices/strategies being superseded.](#)

2 Why has the council introduced this policy?

- 2.1 This document outlines East Devon District Council's (EDDC), approach to the repossession of Council homes and garages. The aim of this Policy is to establish guidelines for the recovery of Council homes and garages created by a breach of tenancy/license conditions, whilst supporting our tenants in matters relating to financial/social inclusion.

3 What is the council's policy?

3.1 Introduction

- 3.1.1 This policy applies to how the Rental and Estate Management sections will oversee the possession of council homes, garage licenses and formal license agreements where tenants have failed to adhere to the terms of their tenancy agreements/licenses.
- 3.1.2 A fair but firm approach to possession will be adopted, which is sensitive to individuals' circumstances.
- 3.1.3 Proactive steps are to be taken to prevent and minimise eviction where possible, recognising that from time to time tenants may experience financial/social difficulties. In these circumstances, Officers aim to support and work with tenants at the earliest opportunity to help tackle financial/social exclusion and to provide assistance to individuals experiencing difficulty in managing their tenancy/license.
- 3.1.4 The Council's primary concern is to correct the breach of tenancy rather than to regain possession. Eviction shall be considered as a last resort if all other action has failed.

3.2 Council House and Garage Rents

- 3.2.1 Garage licenses are considered non-essential expenditure. Therefore, failure to pay will result in the license being terminated.
- 3.2.2 There is no-tolerance for arrears on garage licenses . Once garage rent is outstanding, we will serve a Notice to Quit and at the end of that period of notice (7 days minimum) we will change the locks and repossess the garage. (See Appendix 1 for full details of the recovery process). This is the only exception to point 4.2 below.
- 3.2.3 The Council's primary concern is to recover the rent debt rather than to regain possession. We will consider eviction only as a last resort if all other action has failed.
- 3.2.4 The administration, collection and recovery responsibility ultimately rests with the Strategic Lead – Housing, Health & Environment.
- 3.2.5 The Council believes that preventing rent arrears from building up is the preferred option. The measures that we will take to support this are:
- Adopting tenancy start-up procedures which include providing the new tenant with a Universal Credit/Housing Benefit form, welfare benefits checks, a Welcome Pack and rental advice at accompanied lettings stage.
 - Advising tenants to submit their Universal Credit/Housing Benefit claim form straight away to maximise benefit and help prevent unnecessary delays.
 - Providing readily accessible information to tenants, particularly those with specific needs such as lack of numeracy and literacy skills.
 - Providing advice on the various payment options.
 - Making sure that tenants know who their Rental Officer is so that they can discuss tenancy issues at an early stage.
 - Estate Management will provide a follow-up visit to the new tenant/licensee within the first 6 weeks after sign-up.
 - We will signpost any tenants facing financial difficulty to our free, independent floating support service.
 - We will keep our Housing Options Team involved with any action, from Notice stage onwards, for any of our tenants that we know, or suspect, are vulnerable.
- 3.2.6 The Council will act promptly in contacting tenants if rent arrears begin to accrue and will adopt the following procedure:
- We will send reminder letters, make telephone calls and may also carry out a home visit.
 - If the reminders are ignored we may serve a Notice of Seeking Possession or a Notice to Quit, depending on the type of tenancy/license the tenant/licensee has. This is the first step of the legal process to obtain possession of the dwelling. The Notice gives a period of at least 28 days to clear the debt in full or to make an arrangement to pay in instalments. If the debt continues to increase, we will apply to the County Court for a hearing to seek a Suspended Possession Order on the property.
 - At the hearing, the District Judge will normally grant a Suspended Possession Order or an Adjournment on Terms, requiring the debtor to pay the rent as it falls due plus a fixed sum each week towards the arrears of rent. At the Hearing, we

will also seek an order for costs, which will be added to any rent arrears on the rent account.

- If the debtor fails to keep to the terms ordered in the County Court we will inform the Court of the default and request the issue of a Possession Warrant, which the County Court enforcement agent will serve and execute to take possession of the property.

3.2.7 The Council will do everything possible to prevent evictions but, as a last resort, we will evict tenants if they do not pay their rent.

3.2.8 See appendix 2 for full details of the recovery process.

3.3 **Changing possession orders**

3.3.1 A tenant/licensee may be able to request a possession order be varied. This will depend on whether or not the judge had a choice when making the possession order in the first instance, for example in some situations the judge has no choice about making an order and cannot change it once made, as long as the landlord followed the correct legal procedure to obtain the order (This applies to introductory or demoted tenancies).

3.3.2 Where a tenant/licensee requests that a change to a possession order be made, they will be advised to seek independent advice about applying to the court to either have the possession order set aside, suspend or postpone the date for possession or vary the terms of the order. It will be the responsibility of the tenant/licensee to supply the relevant evidence (for example the reason they missed a rent payment, details about change in income, details of an outstanding housing cost claim) in their application to have a case re-heard or the possession order to be varied, set aside or delayed.

3.3.3 Any application to the court to set aside a possession order, does not automatically stop the court bailiff carrying out an eviction. It is the responsibility of the tenant/licensee to request the court to stay or suspend any warrants at the same time they apply for an order to be set aside or varied.

4. Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service

High

4.1 The Rental section will tailor its service to meet the diverse needs of individuals. They will foster good relations with people when providing their services to eliminate discrimination and promote opportunity of equality.

5. Appendices and other relevant information

- Appendix 1 – Recovery of garage rents
- Appendix 2 – Recovery of rent arrears

6. Who authorised the policy/strategy and date of authorisation.

7. Related Policies/Strategies, Procedures and Legislation

- Corporate Debt Collection Policy
- Tenancy Agreement
- Data Protection Act 1998
- Pre-action Protocol for Possession claims by Social Landlords
- Rent Arrear Procedures
- Housing Service Plan
- Income Management including Debt Collection Policy

8. Policy date for review and responsible officer

- 8.1 This Policy has been written in line with good practice and current relevant legislation. Unless there are any changes to such legislation beforehand, the next review of this Policy is due October 2021 and every four years thereafter. The Rental Manager is responsible for the policy review.

Appendix 1

Recovery of Garage License

As a garage is a luxury item, as soon as the tenancy falls into arrears the Rental section will send a Notice to Quit. Unless the arrears are cleared within the 28 notice day period, the repairs section will be asked to organise a contractor for the locks to be changed.

The Estate Management Team will be notified at the time the notice is served, giving them advance warning that an inventory and garage clearance may be required.

Should a tenant (who has been evicted from garage) require the garage to be reinstated the rent arrears and charge for the lock change and any storage charges, must be paid in full prior to garage being considered for relet.

Should a former tenant debt be outstanding; the former tenant will be contacted by post to recover the debt through the Council's Former Tenant Recovery Procedure.

Appendix 2

Recovery of rent arrears

All tenancy/license agreements state that rent payments are due in advance. Rent is charged weekly to rent accounts and tenants can pay, in advance, at any frequency from weekly to monthly. Where rent is not paid when due the Council will take the following action:

Reminders – if rent has not been paid a reminder letter will be sent requesting that payments are brought up to date.

If the full amount is not paid an arrangement can be made to pay the debt by instalments. If the debt is not settled or an instalment is missed a final reminder will be sent.

Final Reminders – if the debt remains unpaid or is not reducing a final reminder is sent warning of further action. Accompanying this letter are details of housing benefit surgeries, CAB contact details and a debt advice leaflet giving contact details of a number of debt advice agencies that give free and independent advice.

Notice of Seeking Possession & Notice to Quit – if the debt reaches a level of £250, or 4 weeks arrears, a Notice will be served on tenants. A Notice of Seeking Possession or a Notice to Quit will be served, depending on the type of tenancy/license the tenant/licensee has. These Notices give a minimum period of twenty eight days for the debt to be paid or for a repayment programme to be agreed and maintained. After the period of notice and for a further period of 52 weeks the Council can commence steps to recover possession of the dwelling by making an application to the County Court.

County Court Hearing – at the hearing the Council will seek possession of the property, but this will normally be suspended or adjourned on terms depending on the size of the debt and the history of payment. The terms granted will be a reasonable amount in addition to the rent as it falls due and will be agreed with the County Court Judge. The Council will also be entitled to an order for costs, currently £395.50 and these costs will be awarded on the same terms as the repayment of rent arrears.

If the rent arrears are paid in full or at a low level the matter in Court can be adjourned generally or to the next available date or the proceedings withdrawn, but an order for costs will still be sought.

If rent arrears are substantial and the payment record is poor an outright order for possession can be sought.

If a tenant/licensee breaches the terms of an adjourned or suspended order an application will be made to the Court for the matter to be restored for hearing.

Warrant for Possession of Property – if a tenant/licensee breaches the terms of an adjourned or suspended possession order a letter is sent advising

of the amount of that breach, giving 7 days for the sum to be paid and requesting that future payments are made when due. If the letter is ignored a further warning is given before a possession warrant is applied for. An application for a possession warrant will be made and this will incur a cost of £110, which will be added to the tenant's rent account. The County Court enforcement agent will then issue a date to the tenants/licensees when the warrant will be executed and their home repossessed. The tenant/licensee has the right to apply to have the warrant set aside and on receipt of such an application the Court will set a hearing date to hear the application. The District Judge will hear both parties and can decide to make a further suspended order on terms and give another opportunity for the tenants/licensees to remain in their home and pay the debt or the application can be dismissed, the warrant enforced and the tenants/licensees being evicted.

Principles of court action

- Possession Action should not be taken if tenants have made and successfully maintained repayment arrangements, including direct deductions from the appropriate state benefit.
- If housing benefit/ Universal Credit issues are outstanding, court action should be delayed.
- Court action should be the last resort when all other action has failed to result in repayment of arrears.
- Rental Officers should encourage tenants/licensees to seek advice, before they go to court, from advice agencies like the Citizens' Advice Bureau and floating support agencies. They should also encourage tenants/licensees to attend the court hearing in person so they can discuss their financial situation.
- Personal contact should always be maintained through the legal process. Providing effective advice and support will help to ensure tenants/licensees are able to remain in their homes.
- The Court will provide tenants/licensees with information on how to apply to the Court to vary the terms of a suspended order or how to apply to set aside a repossession warrant.
- In cases of possible eviction, close liaison with the Housing Options Team is essential, especially where children or vulnerable people are involved. We will notify the Housing Options Team at Notice stage of anyone we feel may need extra support, are vulnerable or likely to become homeless.

East Devon District Council

Issue details	
Title:	Responsive Repairs Policy (Feb 2018)
Version number	
Officer responsible:	Amy Gilbert-Jeans, Property and Asset Manager
Authorisation by:	
Authorisation date:	

1 Previous Policies/Strategies

This supersedes an earlier 2007 version.

2 Why has the council introduced this policy?

This policy and procedure note covers the responsive repair service provided by East Devon District Council for day to day or routine repairs to council properties that are reported by tenants.

It has been introduced to ensure a consistent approach and standard to day to day repairs.

This policy does not cover repairs to leasehold properties, improvements, modernisation, adaptations or cyclical repair programmes.

3 What is the council's policy?

3.1 Overall aim

3.1.1 Our aim is to carry out the 'Right Repair, Right Time Fixed and Stay Fixed'

We aim to provide a repair service for our tenants that:

- Meets the high standards expected by tenants;
- Ensures the properties are maintained to a good standard and safeguards the future of the property;
- Is cost effective and achieves good value for money;
- Protects the environment.

3.1.2 To achieve this we will:

- Carry out repairs quickly and in one visit, if possible;
- Arrange appointments to carry out work and inspect at a time to suit the tenant;
- Set a high standard of workmanship for our contractors and staff;
- Listen to any problems that tenants have about repairs and try to put them right;
- Maintain expenditure within the repairs budgets agreed by the Council;
- Have regard to the environmental impact of building products used;
- Regularly monitor and report on key performance indicator targets set.

3.2 Repair obligations

- 3.2.1 The repair duties of East Devon District Council are set out in the Section 11 of the Landlord and Tenant Act 1985. We also carry out certain repairs beyond our legal responsibilities. Our duties are incorporated in the Secure Tenancy Agreement.
- 3.2.2 We will keep tenants homes in good condition. We will repair and maintain:
- The structure and exterior of the building – roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, outside pipes;
 - Kitchen and bathroom fixtures – basins, sinks, toilets, baths;
 - Electrical wiring and gas and water pipes;
 - Heating equipment and water heating equipment;
 - Any communal areas around tenants home – stairs, lifts, landings, lighting, entrance;
 - Halls, paving, shared gardens, parking areas and rubbish chutes.
- 3.2.3 We will maintain any paintwork to the outside of tenants home at regular intervals.
- 3.2.3 We will do repairs in a reasonable time and all repairs will fall into categories
- Emergency repairs- within 4 hours;
 - All other repairs to be arranged at convenience of tenants.
- 3.2.4 We will clear up after a repair. We will leave tenants decoration as close as possible to how it was before the repair was done.
- 3.2.5 If tenants install a gas heater or gas water heater appliance with our permission we will maintain and service them. Gas heating appliances installed will become the Council's on termination of the tenancy.
- 3.2.6 When carrying out gas safety checks in properties the Council will shut down any unsafe gas appliance that it has no responsibility to maintain.

3.3 Reporting repairs

- 3.3.1 We will respond to repairs reported in any of the following ways:
- In person at our reception;
 - By telephone (including out of hours emergency number)
 - In writing
 - By fax
 - By e-mail
 - Via any member of staff
 - Via any other agencies, relatives or friends (we may require confirmation from the tenant where appropriate).

3.4 Customer Satisfaction

- 3.4.1 Customer satisfaction with repairs is important to us and will be continually monitored using customer satisfaction questionnaire responses to ensure the high standard expected by our tenants is delivered
- 3.4.2 When a response is returned showing any dissatisfaction the Council will contact the customer within 7 working days and ensure that:
- The dissatisfaction is investigated;
 - The cause is remedied, wherever possible;
 - Customers are advised of the action taken.
- 3.4.3 We will monitor and report on:

- The rate of return of repair satisfaction surveys cards and what action we will take if responses fall below 30%;
- Levels of satisfaction by:
 - Different areas;
 - Different types of property.

3.5 Complaints and dissatisfaction

- 3.5.1 Customer dissatisfaction can be expressed through any of the methods which repairs can be reported.
- 3.5.2 All Council tenants have a right of complain. This is covered by a separate Complaints Policy.

3.6 Appointments

- 3.6.1 We, through our contractors, will offer and arrange morning or afternoon appointments for those customers who want them for:
- Pre-work inspections;
 - The work being carried out; and
 - Post-work inspections.
- 3.6.2 Where we or our contractors cannot meet the tenants preferred appointment within the target timescales, we will offer the choice of a later mutually convenient appointment, or the inspection, or work being carried out without an appointment.
- 3.6.3 The Council and its contractors will attend appointments agreed with the tenant. Where we fail to meet an appointment the tenant will be offered an alternative to suit them. In special circumstance this appointment might be out of office hours.
- 3.6.4 Where a tenant fails to keep an appointment, we will offer a second appointment. If the second appointment is not kept the repair request will normally be cancelled.

3.7 Home visits

- 3.7.1 When visiting tenants' homes in connection with repairs the Council staff and our contractors will carry and show formal identification. If the person calling does not have identification, tenants will be entitled to refuse access. For tenants who are visually impaired we will, when requested, agree a code word when the repair is reported.

3.8 Repairs completed in one visit

- 3.8.1 We will try to ensure that repairs are completed in one visit to the tenant's home wherever possible. If the repair cannot be completed in one visit our contractor will agree an appointment to return and complete the work.

3.9 Keeping tenants' informed of delays

- 3.9.1 If a repair requires parts or materials that must be ordered, the repair may not be completed within the timescale. In this case our contractors will inform the tenant of the likely date for completion of the repair.

3.10 Customer choice

- 3.10.1 The Council is committed to offering customers choice in repair and improvement works to their homes where it reasonably can. With responsive repairs, fixtures and fittings will normally be repaired or replaced, like for like, and unlike work undertaken through improvement, major repair or modernisation programmes, there is limited

scope for customers to exercise any real choice. We will however offer customers a choice where this is possible.

3.11 Redecoration

3.11.1 Internal decoration of homes is a tenant's responsibility. Occasionally when carrying out some repairs, minor decorating will be required. We will always try and ensure any damage is kept to an absolute minimum.

3.11.2 Where the tenant or a household member is unable to redecorate, we will ensure any re-decoration returns the tenants home to the same standard as before the repair was carried out.

3.11.3 Where there are external repairs we will:

- Make good small areas of paint of coloured plaster; or
- Discuss with the tenant when the next painting cycle is due.

3.12 Previous tenant fixtures and fittings

3.12.1 We may not be able to maintain items left by previous tenants and may remove them as an alternative to carrying out repairs. We will normally only maintain those fixtures and fittings installed by previous tenants where we have a responsibility or wish to provide them, such as kitchen fittings, showers over baths, fixed space or water heating etc.

3.13 Adaptations for disabled people

3.13.1 We will maintain any existing adaptations or fixed equipment provided by the Council still needed to meet the needs of the disabled household member for whom it was provided.

3.13.2 We will remove on request (for re-use elsewhere), semi portable equipment, such as stair lifts, that are no longer needed due to bereavement or a permanent change in the household makeup.

3.13.3 Where a repair is needed to minor adaptations such as handrails or semi-portable equipment provided for a disabled person and those persons no longer needs the adaptation, these items will be removed, unless the need for the equipment by another disabled household member is evident or confirmed by Social Services.

3.13.4 Non-removable adaptations such as structural alternations, concrete ramps etc. will be retained and maintained by the Council.

3.13.5 All adaptation requests will be dealt with in line with our adaptation policy.

3.14 Responding to crime

3.14.1 Following illegal entry into a Council dwelling we will:

- Carry out emergency make safe repairs if reported;
- Carry out all repairs as a result of the illegal entry that are the Council's or tenants responsibility provided a crime number from the Police is provided;
- Consider increasing the level of security in the dwelling in liaison with the Crime Prevention Officer through door and window locks etc.

3.14.2 Where illegal entry into a property results in damage etc. no repairs will be carried out that are outside of the landlords obligations where the illegal entry was a direct result of the tenant's criminal activities.

3.15 Damage by the tenant to a property

- 3.15.1 The tenant is responsible for any abuse or damage caused to the property and will normally be charged for the cost of the work. In the case of accidental damage, the Council will consider the circumstance in deciding the level of charge that is appropriate.

3.16 A responsible Landlord

- 3.16.1 The Council has duties of care over our homes and the people who occupy them. The buildings are insured and we are liable for events that occur as a result of our fixtures fittings and repairs.

3.17 Improvements

- 3.17.1 For responsive repairs, we will either repair the existing fitting or fixture or replace with similar.
- 3.17.2 Occasionally improvements will be undertaken as a result of a responsive repair request. Improvements will generally occur:
- Where it would be more economic to carry out the improvement than to repair like for like;
 - Where the fixture would be upgraded as part of an improvement programme in the next 12 months.

3.18. Planned improvements and major repairs

- 3.18.1 The Council recognises the economic benefits to its customers of carrying out some (particularly larger scale) repairs on a planned maintenance basis rather than carrying out responsive repairs. This benefit has to be balanced with the inconvenience that delays in organising planned maintenance work may cause individual tenants and the more general view of tenants' that improvements should be carried out to all properties within a street at the same time.
- 3.18.2 A responsive repair may therefore be included in a larger planned or major repair programme where:
- Multiple properties require the same type of repair;
 - The value or volume of the work suggests a planned approach should achieve better value for money than a series of responsive repairs;
 - The repair involves work chargeable to leasehold properties and consultation within the meaning of Section 20 of the Landlord and Tenant Act 1985 is required;
 - The work is planned to take place within the next 12 months and the necessary funding is available.

3.19 Pre-work inspections

- 3.19.1 Pre-work inspections will be carried out where:
- The tenant is unable to explain the problem;
 - The repair might be the tenant's responsibility;
 - Surveying measurements, schedules, specifications etc. are required prior to ordering the work;
 - Investigations to identify the problem are required;
 - Previous repair has not solved the problem;
 - The tenant has a history of wrongly reporting repairs or abusing the property;
 - The tenant wishes to consider upgrade or improvement.

3.20 Post work inspections

3.20.1 Quality control checks of repairs will be carried out at random on a percentage of all repairs carried out. These quality control checks will be for different repair types, property types and in all areas of the district.

3.20.2 Post work inspections will also be carried out when a customer is dissatisfied, because:

- The repair carried out has not rectified the problem; or
- The quality of workmanship was not acceptable.

3.20.3 Random post inspections will be carried out as necessary.

3.21 Timescales for carrying out repairs

3.21.1 This procedure sets out timescales for the most common repairs carried out by the Council for tenants; it is not a comprehensive list. Repairs are classified into several groups and the response time for each is different.

3.21.2 The Council has many tenants who are vulnerable and we are committed to providing services that meet their needs. In deciding the timescales for carrying out repairs we will take into account the circumstances and needs of the individual household. In special circumstances we will undertake some repairs more quickly, where:

- The customer's sense of security is affected;
- The home would be left without heating in the winter;
- The customer's mobility is affected;
- The health and safety of young children/ vulnerable adults is affected.

3.21.3 Emergency repairs

For all customers reporting emergency repairs we will attempt to respond within 4 hours. This emergency service will be offered 24 hours a day every day of the year. The priority will be to make the property safe.

Repairs after making safe maybe carried out under a longer timescale.

Emergency repairs are those which are needed to avoid serious health or safety risks or serious structural damage. They are also repairs that are needed to ensure a home is secure.

3.21.4 All other Repairs (non-emergency)

Non urgent repairs will be completed at a time that suits the tenant. The contractor will attempt to arrange for the works to be completed as soon as possible.

Non urgent repairs are those which cause only minor inconvenience and have little effect on the property if a repair is not undertaken in the short term.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service

Choose an item.

[Click here to to outline the equality considerations which should include any particular adverse impact on people with protected characteristics and actions to mitigate these.](#)

5 Appendices and other relevant information

[Click here to enter appendices and other information](#)

6 Who authorised the policy/strategy and date of authorisation.

[Click here to enter who authorised the policy/strategy and when.](#)

7 Related Policies/Strategies, Procedures and Legislation

EDDC Tenancy Agreement

Improvements to council properties

Adaptations policy

8 Policy date for review and responsible officer

January 2020

Property and Asset Manager

East Devon District Council

Succession Policy

Issue details	
Title:	Succession Policy
Version number	Version 1.0
Officer responsible:	Housing Enabling and Allocations Manager
Authorisation by:	
Authorisation date:	

1 Previous Policies/Strategies

None.

2 Why has the council introduced this policy?

To ensure that succession is dealt with consistently and in line with current legislation.

3 What is the council's policy?

3.1 Policy statement

3.1.1 This policy sets out how East Devon District Council ('the Council') will deal with succession in respect of Secure Tenancies created before 1 April 2012 and how the change in the law affects successions to Secure Tenancies created on or after 1 April 2012.

3.1.2 Succession is the transfer of a tenancy following the death of a sole or joint tenant. The rights of tenants to succeed a Secure Tenancy are set out in Section 87 of the Housing Act 1985.

3.1.3 The Localism Act Section 160 introduced amendments to the legislation which redefines who can succeed to a tenancy before or after 1 April 2012.

The key objectives of the Succession Policy are:

- To investigate and respond promptly and sensitively to applications for succession.
- To allow only one succession in line with the provisions of the Housing Act 1985, as amended by the Localism Act 2011.
- Offer guidance and clarification to tenants on the circumstances where succession will be granted or refused.
- Making best use of council stock.

3.2. Definitions

For the purpose of this policy the following definitions shall apply:

Succession is the statutory process by which a husband, wife, civil partner, close family member (defined by statute) can become the Council's tenant after the death of the tenant to whom the tenancy was granted. There can be only one succession. On the termination or death of the succeeding tenant the tenancy will come to an end.

3.2.1 For Secure Tenant(s) who were granted a tenancy prior to 1 April 2012, a qualifying **successor is:**

- a tenant's partner-either spouse or civil partner
 - another qualifying family member of the tenant
 - the remaining joint tenant
- provided that the deceased tenant was not a successor themselves.

3.2.2 For Secure Tenant(s) who were granted a tenancy post 1 April 2012, a qualifying **successor is:**

- a tenant's partner or spouse in occupation for at least 12 months prior to the date of death,
- provided that the tenant was not a successor themselves.

3.2.3 **The Civil Partnership Act 2004**

Schedule 8 section 41 of the Civil Partnership Act has amended the Housing Act 1985 to allow succession to persons who have been living with the deceased tenant as a civil partner or as though they were civil partners. There is no requirement for a civil partnership to have taken place.

3.3 Applying for succession

Following the loss of a family member we understand this may be a very distressing time for you. However, the checks we make and questions we ask are necessary for us to make the right decision about the tenancy. The case may be put on hold if you do not attend interviews if requested or send us the information we need to process your application.

3.3.1 If you believe you have the right to succession you need to contact the Housing Service as soon as possible but within 28 days of the date of death of the tenant to put the Council on notice that it is your desire to remain at the property.

3.3.2 You will be asked to complete a 'Request for Succession' application form which lists the evidence you will be required to supply to evidence your relationship to the deceased and the length of time you have lived at the property.

3.3.3 Our officers will commence our investigations, which will include contacting other organisations and agencies, and teams within the Council to confirm

any information you supply. This may include Department of Work and Pensions and our Council Tax and Housing Benefits Teams.

3.4 Succession Policy (How the Council will consider your application)

- 3.4.1 The Housing Enabling and Allocations Manager ('the Manager') will be responsible for the day-to-day implementation of the policy.
- 3.4.2 Any person who wishes to make a claim for the right to succession following the death of a tenant must make a claim within 28 days from the death of the tenant. However the Manager may grant an extension of time in special circumstances.
- 3.4.3 The Housing Allocations Team will, where possible, investigate and respond to an application for succession within ten working days of receipt of a written application for succession. Estates Management officers may be asked to comment on an application.
- 3.4.4 A successor will be granted a tenancy on the original terms of the tenancy agreement (including the payment of any rent arrears).
- 3.4.5 Where tenancies are secure, successions by qualifying family members are protected by law (statutory successions). As statutory successions do not create a new tenancy, the existing rent charge will continue to apply to a successor.

Joint tenancies (for all Secure Tenancies before or after 1 April 2012)

- 3.4.6 Where a joint tenant exists and one of the tenants dies the tenancy automatically continues and the surviving joint tenant becomes a sole tenant. They retain all the rights and obligations of the tenancy (including any rent arrears or credit). There is no further automatic right of succession.

A spouse/civil partner (for all Secure Tenancies before or after 1 April 2012)

- 3.4.7 On the death of a sole tenant, who is not a successor, the tenancy will pass to the tenant's spouse or civil partner.
- 3.4.8 The spouse/civil partner must have occupied the property as his or her only or principal home for at least 12 months prior to the tenant's death.
- 3.4.9 Where a spouse/civil partner of the tenant makes an application to succeed the tenancy they would need to provide formal proof of marriage/partnership and residency at the property at the time of the tenant's death.

Non spouse/family member successions (for tenancies granted before 1 April 2012 only)

- 3.4.10 On the death of a sole tenant, where there is no spouse or civil partner to succeed, a member of the tenant's family may do so providing that s/he has been residing in the property as his/her only or principal home throughout the period of twelve months ending with the tenant's death and providing that the original tenancy was granted prior to 1 April 2012.

- 3.4.11 A family member (defined in s113 Housing Act 1985) includes a tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece, stepchild. This shall include relationship by adoption but not foster children.
- 3.4.12 An application by a person qualified to succeed to the tenancy would need to be supported by formal proof of residence at the property for a period covering the entire twelve months prior to the death of the tenant. Formal proof that the Council will require to see includes:
- copy of the death certificate;
 - Department of Work and Pensions (DWP) Benefit documents (Housing, employment, disability etc.);
 - Council Tax statements;
 - Bank statements;
 - Utility bills;
 - Medical information (12 month registration with a local GP);
 - Drivers licence (demonstrating registration at the property for 12 months);
 - A current passport (for identification);
 - Pay slips, income tax documentation;
 - Electoral registration;
 - Any other documents/information the Council deems necessary to evidence the necessary 12 month period of occupation of the property as sole or principal home;
 - An applicant may also be asked to produce evidence of their five year housing history (including any periods of imprisonment).

It is essential that the applicant is able to provide proof of the entire 12 month period prior to death of the tenant and not just part of it. The applicant may also be required to attend an interview.

It is important to note that the Council will make the decision on a number of pieces of evidence provided, and not take into account single pieces of evidence supplied. Therefore, utility bills can be provided as part of the evidence, but not as sole evidence.

- 3.4.13 In cases where the original tenant was granted the tenancy prior to the 1 April 2012 and where there is more than one eligible successor and agreement cannot be reached between them as to who should succeed to the tenancy, the Council will select a successor to the tenancy. In making this decision the Council will consider factors including the wishes of the original tenant(s), care of children suitability, and any other issue relevant to the application. The applicant making the request will need to provide substantiating evidence and information to prove they qualify.

- 3.4.14 Where a succession is granted to a non-spouse/family member but the property is larger than would be reasonably required by the successor the Council will use Ground s15 and 15A of the Housing Act 1985 and serve a Notice Seeking Possession and requiring the successor to move to smaller or more suitable accommodation. The notice will be served no sooner than 6 months after the death of the previous tenant and not later than 12 months after the death if the successor remains in a property that is considered under occupied or has been adapted for a tenant with specific physical or mental health needs.

The Council will make one reasonable offer of accommodation. The Council can seek possession of the property after 6 months if the successor has not agreed to move to suitable alternative accommodation.

- 3.4.15 Circumstances where the council may decide the tenant will have to move will be made on a case by case basis. The decision will be made on the following points:

- The property will be under occupied.
- The property is for those with a support need.
- The property is adapted for the needs for a disabled person.
- The property is not affordable.
- Any additional information that we become aware of.

- 3.4.16 Where succession is granted, but the successor is required to move to more suitable accommodation the Housing Allocations team will aid the move by banding the successor in the highest band or make the successor a direct offer of what is considered to be a suitable accommodation.

Anti-social behaviour

- 3.4.17 Where an applicant for succession has been involved in anti-social behaviour including being the subject of a civil injunction or acceptable behaviour contract linked to his/her occupation of the property or received a criminal caution, the Council will not consider the application and will seek possession of the property in line with the Tenancy Agreement.

3.5 Moving to a different property

- 3.5.1 Where an occupier (with the exception of the surviving spouse/civil partner) succeeds to a Secure Tenancy on the death of the previous tenant the Council may seek to move the tenant to a more suitable property using Ground 15A Schedule 2 of the Housing Act 1985.

- 3.5.2 Statutory succession to a Secure or Flexible Tenancy entered into after 1st April 2012 only applies to a spouse or civil partner of the deceased tenant living at the premises at the time of death. Other resident family member do not have the right to succeed.

3.6 The Council's Discretionary Policy

Circumstances where there are no automatic rights of Succession

3.6.1 Where the death of a sole tenant leaves someone in the property who does not have a legal right to succeed to the tenancy, Housing Allocations will consider granting a tenancy in certain circumstances at that, or an alternative, property (if the current property would be under-occupied or not be suitable to meet their current need) at the discretion of the Strategic Lead – Housing, Health & Environment in accordance with appropriate section of Devon Home Choice.

You will be considered for re-housing if you:

- are named on the tenancy agreement as an occupant;
- have always lived with the tenant;
- have no other housing alternative.

and are one of the following:

- vulnerable (as defined by homelessness legislation);
- a parent to dependent children and a move will cause hardship;
- have been living with the deceased tenant continuously for 20 or more years and will face hardship in securing alternative accommodation.

3.6.2 Where a tenant has died, and there are other people/person still residing in the property who are not entitled to succeed to the tenancy EDDC will work with the Housing Allocations and Options Team and Estates Management Team and have regard to:

- A meeting with the Housing Options team will be arranged who will investigate whether the occupant is in priority need under Homelessness legislation, taking into consideration the following points;
- The length of time the applicant has shared the tenants home;
- The circumstances in which the applicant moved into the property;
- The vulnerability and health needs of the applicant;
- The housing need and the resources of the applicant;
- The financial resources of the applicant;
- The likely effect of any decision by EDDC not to exercise its powers on health, safety or wellbeing of the parties and of any relevant child.

3.6.3 Where a priority need is found under Homelessness legislation the Council may use its discretion to assist with moving the occupant to more suitable accommodation either within its own stock or into the private sector.

3.6.4 When a discretionary tenancy is offered and the property is not suitable for the need of the applicant the Council will assist the occupant to make an application on the Housing Register (Devon Home Choice) so they can bid on properties more suitable for their needs. During this time the Council may make a reasonable offer of accommodation.

- 3.6.5 For applicants who do not fall into the above category they will be given appropriate advice and assistance to find alternative accommodation. During this time the file will be handed over to our Estates Management Team who will serve notice to commence eviction proceedings to return the property into housing stock.
- 3.6.6 The Council will automatically seek possession of a property where it is clear that a succession applicant:
- Has deliberately or recklessly concealed their occupation of a property, for example collusion in benefit fraud which is a criminal offence;
 - Has a record of anti-social behaviour at the property;
 - Has criminal convictions for supply of drugs, domestic abuse, violent crime, etc., at the property;
 - cannot evidence that he/she had committed himself/herself to the deceased tenant in a manner akin to marriage or civil partnership. For example, where they had been careful to claim benefits separately or had failed to declare the existence of the applicant as being in occupation as sole or principal home. (They should have made a public affirmation of their relationship, such as to display commitment to the outside world.) An example of this could be joint names on Council Tax records.
- 3.6.7 While we consider your application for a discretionary tenancy you must pay charges for living in the property. This is known as a “use and occupation” charge, it will not be considered to be rent demanded under a formal contractual tenancy agreement. If you do not pay it or fall in to arrears then you will be asked to leave the property as soon as possible. Estate Management will serve a trespass notice at the property. If you do not move out within a reasonable time then the Council will commence legal action to take possession of the property and will seek its legal costs against you.

3.7 Appeals

- 3.7.1 Any person(s) who are dissatisfied with a decision made concerning their application for succession should discuss that matter in the first instance with the Housing Enabling and Allocations Manager. If they are still dissatisfied, then the complaint will be dealt with through the Council’s complaints policy.
- 3.7.2 The Council will always advise potential applicants for succession to seek independent legal advice.

3.8 Equality and Diversity

- 3.8.1 The Housing Service recognises that it operates in a community with very wide social diversity. It is committed to providing equal opportunities and valuing diversity.

- 3.8.2 We aim to treat all customers fairly, and with respect and professionalism regardless of their gender, race, age, disability, religion, sexual orientation and marital status.
- 3.8.3 Full details of the Services' approach is set out in the Council's Equality and Diversity Policy.

3.9 Responsibility

- 3.9.1 The Strategic Lead-Housing, Health and Environment retains the overall responsibility for the implementation of this policy.
- 3.9.2 The Housing Needs and Strategy Manager is responsible for the operational delivery of this policy and the associated policies and procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

- 4 Equality impact considerations** – the policy is high relevance to equality if it has a big impact on residents and users of the service
low

- 5 Appendices and other relevant information**
None

- 6 Who authorised the policy/strategy and date of authorisation.**
Authorised by the Housing Review Board
Date: 7 September 2017

- 7 Related Policies/Strategies, Procedures and Legislation**
EDDC Tenancy Agreement
EDDC Tenancy Policy
EDDC Tenancy Strategy

- 8 Policy date for review and responsible officer**
Review date: January 2020
Responsible officer: Housing Enabling and Allocations Manager.

East Devon District Council

Housing Void Management Policy

Issue details	
Title:	Housing Void Management Policy
Version number	Version 1.0
Officer responsible:	Housing Needs and Strategy Manager
Authorisation by:	xxx
Authorisation date:	

1 Previous Policies/Strategies

[Click here to add information on old policies/strategies being superseded.](#)

2 Why has the council introduced this policy?

- 2.1 This policy is to ensure that East Devon District Council (EDDC) has effective procedures in place to manage its empty stock quickly and efficiently.
- 2.2 As the Housing Revenue Account (HRA) is funded from the income generated by the rental of its stock, the Void Management Policy focuses on the requirement to reduce the length of time a property is empty.
- 2.3 The policy will ensure a forward looking and strategic approach to void management that will help to:
- Minimise rent loss through reducing the length of the void period and repair costs.
 - Set out EDDC's Housing Service Standard of Repair for Empty Properties ensuring that all staff, contractors and tenants are aware of exactly what condition the council expects of its empty properties.
 - Put in place systems for monitoring the standards of void properties and customer satisfaction with their new home.
- 2.4 The policy, together with EDDC's Housing Service Management and Repair policies will guide staff in ensuring that tenants are aware of their repair responsibilities and end of tenancy obligations.
- 2.5 It should be used in conjunction with the most recent Allocations Policy, to ensure that the stock is well used in a way that meets local demand in a fair and equitable way.

3 What is the council's policy?

3.1 Ending tenancies

- 3.1.1 All tenants are required to give four week's written notice terminating their tenancy which is effective from 12 o'clock the Monday after the termination notice is received. In the event of a death of a tenant EDDC will also require four weeks' notice from the date of death. As well as providing details of the next of kin, a copy of the Death Certificate or Tell us Once notification will be required.
<https://eastdevon.gov.uk/housing/living-in-your-council-home/succeeding-to-a-tenancy-when-someone-dies/>
- 3.1.2 Tenancies always finish on a Sunday and keys must be returned to East Devon District Council.
- 3.1.3 Where the keys are not returned at all, the cost of changing locks will be recharged to the outgoing tenant.
- 3.1.4 As part of the end of tenancy process the tenant will allow EDDC to carry out a pre- void inspection if requested.
- 3.1.5 The Council actively encourages tenants to leave the property and external areas in a clean and tidy condition as laid out in the tenancy agreement. When a valid notice of termination is received, all outgoing tenants will be reminded of their rights and responsibilities in relation to ending the tenancy. The Council will then arrange inspection of the property before the tenant moves out. This will enable the Housing Service to:
- Agree any improvements which are eligible for compensation.
 - Identify any rechargeable repairs.
 - Identify and notify maintenance contractors of expected volumes of work to assist with forecasting and capacity planning.
 - Identify any factors which will be considered as part of offering the property for re-let, such as special adaptations.
- 3.1.6 The outgoing tenant will be responsible for the full costs for clearing out the property and any other rechargeable repairs identified.
- 3.1.7 Any rechargeable repairs will be identified where possible during the pre-void inspection and the tenant made aware of their responsibilities regarding these. The outgoing tenant will be asked to sign the list of rechargeable repairs and this will be used as a checklist to ensure that their responsibilities have been met. The Council reserve the right to recharge the outgoing tenant for any rechargeable works that occurred after or that were not visible during, the pre-void inspection.

- 3.1.8 The tenant will also be informed about the status of their rent account and any sub accounts and required to make payments to clear any outstanding debt before the end of the tenancy. If the tenant is in arrears but is unable to clear them in full before the end of the tenancy, they will be required to make an affordable payment agreement to clear the debt. Failure to do so will mean that the tenant will be pursued for any monies owing through the courts. The outgoing tenant will be required to provide a forwarding address, as specified in their tenancy agreement.
- 3.1.9 Where it is suspected a property is abandoned the statutory procedures will be followed as detailed in our tenancy management procedures.
- 3.1.10 On becoming available for letting, the property will be offered to a potential new tenant with minimal delay in accordance with policies relating to the Devon Home Choice scheme and our own allocations policies.

3.2 Vacating Tenants

- 3.2.1 The vacating tenants are required to fulfil the following conditions when they wish to end their tenancy.

3.3 General Conditions:

- Provide a minimum of four weeks' notice of intention to move out.
- Allow staff access to pre-inspect the property following an appointment.
- Allow staff to show prospective tenants to view the property before it becomes void.
- Have a clear rent account.
- Return all the keys to the property as stated in the tenancy agreement.
- Have all utility meters read before moving out. If key meters are fitted, leave the keys in the meters with no debts. If a debt is discovered EDDC will forward your contacts details to the utility companies
- Provide a forwarding address.
- Allow access to carryout minor repairs if reported before you vacate the property.
- To put in place a postal redirection service.

3.4 Cleaning and Clearing:

- Make sure that the garden is tidy and free of rubbish.
- Remove all furniture, belongings and any rubbish from the property - including the loft, the garden, and sheds.

- Leave the property in a clean condition – windows, floors, cupboards, worktops and all sanitary ware.

3.5 Decorations / Fixtures and fittings:

- Make sure the property is in good decorative order.
- Repair any damage caused by moving fittings and fixtures.
- Repair everything that has been damaged.
- Agree with staff and clearly mark any items they wish to leave behind for the next incoming tenant.
- Overpaint any bold and bright wall or ceiling colours with an obliterating emulsion.

3.6 Pre-Void Inspection

- 3.6.1 Any adaptations to the property, such as a flush-floor shower, wheelchair height kitchen cupboards and handrails etc. will be noted at this time. This information will be shared with both the Housing Allocations team and the Adaptations Officer, so that they are able to offer the property to an appropriate prospective tenant.
- 3.6.2 The outgoing tenant should put any queries regarding rechargeable repairs raised during the void period to the Senior Technical Officer – Day to Day Repairs via the complaints procedure.

3.7 Void Inspection

- 3.7.1 As soon as the property becomes void it will be re-inspected to confirm if the former tenant has complied with all their end of tenancy obligations.
- 3.7.2 It will also enable the inspecting officer to identify any repairs that may have been missed or hidden by furniture during the pre-void inspection that need to be recharged.
- 3.7.3 Photographs will be taken of items / damaged left in or to the property.

3.8 Repairs to Void Properties

- 3.8.1 The Council aims to identify and complete all necessary repairs to enable a property to be re-let as soon as possible.
- 3.8.2 All works undertaken in the property will be completed to the Void Standard (Annex A).

- 3.8.3 All properties will be issued with electrical and gas safety certificates in compliance with legal requirements.
- 3.8.4 To speed re-let times, repairs will be classified into two categories:
- a) Essential repairs that must be completed while the property is empty (including safety checks).
 - b) Non-essential or minor repairs that could be completed once the new tenant has moved into the property or prior to the outgoing tenant moving out. Any further damage to the property would be recharged back to the outgoing tenant.
- 3.8.5 The Council will ensure that properties are checked against the planned works programme to make the most cost effective use of resources. If a property falls into a geographical area where planned maintenance work is being undertaken, the property will be moved to the top of the planned maintenance list for these works to be completed as soon as possible.
- 3.8.6 Major repairs and any necessary Health and Safety works that would cause a high level of disruption to tenants or put their safety at risk, such as the removal of asbestos, and any damp or rot treatments will be completed prior to the start of the new tenancy.
- 3.8.7 Every attempt will be made to complete all repairs prior to the new tenant taking up their tenancy, however, in some circumstances minor, non-essential repairs will be undertaken once the tenancy has commenced. These repairs and the timescales for their completion will be agreed with the new tenant. In all cases, these will be charged to the voids budget.
- 3.8.8 All void properties must have had a gas and electrical check and have the necessary certificates in place before they can be deemed as ready to let. Copies of these are given to the new tenant as part of the sign up process.

3.9 Internal Decoration

- 3.9.1 The Council will undertake basic redecoration before being let. We will ensure that all sheltered properties are in good internal decorative order throughout, including woodwork, walls, and ceilings.
- 3.9.2 General Needs properties will be left in a condition that normal internal decoration can take place. So walls, ceiling and woodwork filled and made good ready to accept standard decoration.
- 3.9.3 Where the vacating tenant has left the property with bold or hard to cover colours, or there is significant smoke staining, consideration will be given to the need to apply one coat of obliterating emulsion prior to re-letting.

3.10 Monitoring and Customer Involvement

3.10.1 Satisfaction with the Service provided will be monitored through “new tenancy” visits and repairs satisfaction forms. Feedback received from these surveys may be used to inform amendments to the policy and thus improve the service provided.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service.

High

4.1 The Council is committed to providing a fair and equitable service to its tenants and leaseholders. Through the management of our empty properties the council aims to treat all customers fairly, with dignity, and with respect and professionalism regardless of their gender, race, age, disability, religion, sexual orientation and marital status.

5 Appendices and other relevant information

Annex A Our Standard of Repair for Empty Properties

6 Who authorised the policy/strategy and date of authorisation.

[Click here to enter who authorised the policy/strategy and when.](#)

7 Related Policies/Strategies, Procedures and Legislation

- Recharge Policy
- Housing Allocations Policy

8 Policy date for review and responsible officer

8.1 It is intended that this policy will be reviewed on a bi-annual basis to ensure that its contents reflect current legislation and the latest examples of best practice.

8.2 Next Review date: January 2020 by the Housing Needs and Strategy Manager.

Report to: **Housing Review Board**

Date of Meeting: 8 March 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: **10**

Subject: **Credit union consideration**

Purpose of report: This report is to ask for the approval of the Housing Review Board for the Council to recommend the City of Plymouth Credit Union to our tenants as a replacement for Plough and Share since it stopped trading.

Recommendation: **To advise tenants of the City of Plymouth Credit Union if asked for a replacement service for Plough and Share.**

Reason for recommendation: When times are hard, a small loan may be needed to help with day to day bills and just to get by. Rather than turning to payday lenders, or even worse, loan sharks which can lead to debt spiralling out of control, tenants may prefer to borrow from a credit union.

Officer: Andi Loosemore, Rental Manager, direct dial: 01395 517444, email: aloosemore@eastdevon.gov.uk

Financial implications: All necessary financial considerations are contained within the report.

Legal implications: To keep all the money safe, credit unions can't lend out *all* their members' savings or plough the remainder into anything that carries too much risk. All money in savings with credit unions has the same FSCS Government protection as bank savings accounts.

Equalities impact: Low Impact
Applies to all social housing tenants

Risk: Low Risk

Links to background information:

- <https://www.cpcu.co.uk/>

Link to Council Plan: Improving our communities - We will work in partnership with support agencies and other groups to improve the lives of all residents across the district.

1. Brief History

1.1 The City of Plymouth Credit Union was officially registered in 1997.

It is an ethical, not for profit, member-owned financial organisation dedicated to the economic development of the community of Devon, Cornwall and the Isles of Scilly.

Providing financial services to all its members, including those who have been excluded from traditional financial services.

- 1.2 They are a member of the Financial Services Compensation Scheme, which means savings are guaranteed up to a value of £85,000 if anything were to happen to the credit union (similar to Plough and Share).

2. What do they do?

- 2.1 They offer a real alternative to banks and building societies. Unlike a regular savings account in which you receive interest, savers are rewarded by payment of a yearly dividend. This allows savers to share in the profits of the credit union.
- 2.2 They offer two different types of savings accounts; one for adults and one for children. To gain access to either savings accounts, the saver must register to become a member of the credit union.
- 2.3 Loans are available for members of the Union when existing savings reach £250 or more and any amount less than or equal to the amount saved (up to a limit of £10,000) can be borrowed at a flat rate of 5.29%.
- 2.4 The website states:

- A short application form and quick decision time.
- No credit check and flexible repayment period of up to 3 years.
- Savings equal to the value of the loan put into a 'Pledged Savings' account. These savings cannot be withdrawn throughout the term of the loan and are eligible for a dividend and remain covered under the Financial Services Compensation Scheme.
- Savings available for withdrawal once the loan is repaid and any amount above Pledged Savings at any time.
- Instant Payment.

The website offers a loan calculator, so that any borrowing can be checked for financial affordability prior to the tenant considering the loan. It offers online access, so account information can be checked at any time and also offers debt advice.

They also offer a Prepayment card which can be loaded with share withdrawal money or a loan advance and used like any other credit or debit card.

3. How do tenants become members?

To become a member of the City of Plymouth Credit Union, applicants must live or work in Devon, Cornwall or the Isles of Scilly.

Adult Members

To join the credit union, applicants must complete the relevant membership application form (available from the main office, a local collection point or online). They must provide proof of ID (e.g. driving licence, passport, birth certificate) and proof of address (e.g. recent utility bill) when submitting their application.

Applications are subject to a non-refundable £2.00 administration fee and a minimum of £1.00 must be deposited into the savings account.

Junior Members

To join the credit union, junior members must either join through their school or they must have at least one parent/guardian that is a member of the credit union. Junior membership application forms are available from the main office or online.

Junior membership is free at the City of Plymouth Credit Union.

4. How does it work?

Members save regularly into a common fund. This fund is used to finance loans to members. Members are encouraged to save. Each loan application is considered on its' merits and the credit record of the member. Interest received on loans is used to cover running costs and any surplus is repaid to members as a dividend on their savings.

We know that many people are finding it difficult to budget and on occasion may have to resort to credit facilities. As a responsible landlord we do not want our tenants using 'loan sharks' and facing extortionate levels of interest, we would rather they use ethical banking/lending arrangements with an organisation established to promote responsible saving and lending.

Report to: **Housing Review Board**

Date of Meeting: 8 March 2018

Public Document: Yes

Exemption: None



Agenda item: **11**

Subject: **HRA Financial Monitoring Report 2016/17 - Month 10 January 2018**

Purpose of report: This report gives a summary of the overall financial position on the Housing Revenue Account and the HRA Capital Programme with forecasts to the end of the year.

Regular monitoring will highlight any areas of concern or unforeseen expenditure in the HRA and associated capital programme and enable corrective action to be taken as required.

Current monitoring indicates that the Housing Revenue Account Balance will be maintained in line with the budgeted levels within the 30 year business plan.

Recommendation: **That the variances identified as part of the HRA revenue and capital monitoring process up to month ten be noted.**

Reason for recommendation: The report updates the Board on the overall financial position of the Housing Revenue Account following the end of each month and includes recommendations where corrective action is required for the remainder of the financial year.

Officer: Rob Ward Accountant Ext 2357
rob.ward@eastdevon.gov.uk

Financial implications: Details are contained within the report.

Legal implications: There are no legal implications requiring comment.

Equalities impact: Low Impact

Risk: Low Risk

Current monitoring indicates that the HRA and Business Plan balances are being maintained at or above the adopted levels. In compiling this report we have looked at all large, high risk and volatile budget areas. Predicted spending patterns have been linked to operational activity and all material budgets have been subject to thorough risk assessments by operational managers and finance staff. Any continuing variances in spending patterns will be considered and incorporated into the Business Plan.

Links to background information: None

Link to Council Plan: Developing an outstanding local economy

Financial Monitoring Report 2017/18 – To Month 10 January 2018

1. Introduction

- 1.1 The purpose of this monitoring report is to update members of the Board on the overall financial position of the Housing Revenue Account and advise on any potential impacts upon the Business Plan. The report contains;
- The ledger position up to 31/01/18 (the “actuals”)
 - The budget for the year which has been aligned with the 30 year business plan
 - The forecast of the year end position

2. The Forecasting Process – Repairs & Maintenance

- 2.1 The new process of forecasting is now embedded. The process requires;
- An officer and a manager to be allocated to each cost centre
 - The officer to explain the spend to date and supplier profile on each cost centre
 - The officer and manager to provide a forecast spend or methodology to the year end

3. The HRA Summary Position

- 3.1 The following table shows the summary position of the HRA at month 10 and the forecast year end position.

Year to Jan 2018				2017/18 Forecast		
Budget	Actuals	Variance		Budget	Forecast	Variance
-15,260,300	-15,457,136	-196,836	TOTAL INCOME	-18,312,450	-18,267,524	44,926
11,842,177	11,117,229	-724,948	TOTAL EXPENDITURE	13,985,470	13,644,709	-340,761
1,240,807	1,233,939	-6,868	COST OF FINANCING	3,805,300	3,839,990	34,690
HRA (Surplus)/Deficit				-521,680	-782,826	-261,146

- 3.2 The rental income continues to be forecast on budget with the purchase programme through the future housing development fund offsetting the detrimental impact of right to buy sales.
- 3.3 The cost of financing is also predicted to be on budget including the payoff of the £1.3mn 2018 tranche of PWLB loan.

4. Expenditure Analysis

4.1 The following table shows the current and forecast expenditure by summary categories.

Year to Jan 2018			TOTAL EXPENDITURE	2017/18 Forecast			
Budget	Actuals	Variance		Budget	Forecast	Variance	%
1,603,400	1,475,538	-127,862	Responsive Maintenance	1,924,170	1,904,505	-19,665	-1.0%
751,600	659,828	-91,772	Programmed Maintenance	902,000	843,327	-58,673	-6.5%
1,051,580	830,627	-220,953	Special Works	1,262,230	1,008,770	-253,460	-20.1%
4,502,170	4,373,335	-128,835	Supervision & Management	5,186,310	4,990,623	-195,687	-3.8%
211,760	232,263	20,503	Other Expenditure	244,760	256,042	11,282	4.6%
3,721,667	3,545,638	-176,029	Major Repairs	4,466,000	4,641,441	175,441	3.9%
TOTAL				13,985,470	13,644,709	-340,761	

4.2 Notable Areas of Expenditure

- Within Special Works both Asbestos Surveys and Asbestos Works are forecast to be over budget by approx. £200k. as a result of the continued survey programme and resultant management projects. The impact upon the HRA has been mitigated by delaying the Energy Efficiency program and non-critical fire safety works to the next financial year.
- Change of Tenancy works on voids is also forecast to be overspent by over £500k as in the previous year as we continue to use the opportunity a void brings to carry out any extensive works that our older stock requires without inconveniencing tenants. Works such as repointing, replastering, structural & ground works have been undertaken in numerous properties with offsetting cost savings found across the wider major repairs budget.

4.3 Inflationary uplift on contracted works

Our current repairs and maintenance contract agrees to an annual inflationary price increase using the retail price index. An agreement is yet to be reached with our contractors, therefore an at risk item of £150k has been noted within the HRA.

5. Capital Expenditure – New Housing Stock

5.1 The £5m Future Housing Development strategy (£1.5m from right to buy receipts, £3.5mn from the Fund) for 2017/18 is near completion with 26 properties purchased and one due to complete.

5.2 The forecast balance at the year-end will be as follows:

	Future Housing Dev Fund	In Year Surplus	Less Purchase of Properties
Year End 2016/17	(6,770,000)		
17/18 In Year Movement	2,978,320	(521,680)	3,500,000
Year End 2017/18	(3,791,680)		

6. Capital Expenditure – Other Capital

6.1 The table below shows the movement on the non-affordable housing related capital funded from the RTB receipts not allocated to the 30% affordable housing contribution.

2017/18				Budgets		
Budget	Forecast	Variance		2017/18	2018/19	Variance
119,230	119,230	0	HRA Housing System	119,230	0	(119,230)
75,000	139,645	64,645	Major improvement/extension	75,000	150,000	75,000
50,000	0	(50,000)	Off street car parking	50,000	0	(50,000)
200,000	171,494	(28,506)	Remodelling of Sheltered Schemes	200,000	100,000	(100,000)
14,700	11,021	(3,679)	Seaton Refurbishment Manor Close, Seaton	14,700	0	(14,700)
132,000	110,000	(22,000)	Alteration Phear Avenue, Exmouth	132,000	0	(132,000)
168,000	297,309	129,309	Social Service Adaptations	168,000	250,000	82,000
758,930	848,699	89,769		758,930	500,000	(258,930)

6.2 It is anticipated that the value of RTB receipts will be in excess of the capital requirements shown above and may potentially create an unrealised surplus as commented on in section This assumption is based upon historical RTB levels and therefore contains inherent risk. These surpluses will be treated similarly and be used to improve the financing position.

7. Housing Revenue Account - Summary

2017/18			Service	2017/18	2017/18	2017/18	2017/18
Budget							
Original	Revised	Year to Date		Actual	Variance	YE Projected	YE Variance
£	£	£		£	£	£	£
			INCOME				
(17,781,760)	(17,781,760)	(14,818,100)	Gross Property Rent including Garages	(15,022,452)	(204,352)	(17,753,807)	27,953
(530,690)	(530,690)	(442,200)	Other Rents & Income	(434,684)	7,516	(513,717)	16,973
(18,312,450)	(18,312,450)	(15,260,300)	Total Income	(15,457,136)	(196,836)	(18,267,524)	44,926
			EXPENDITURE				
			Repairs & Maintenance				
2,826,170	2,826,170	2,355,000	General	2,135,366	(219,634)	2,747,833	(78,337)
1,262,230	1,262,230	1,051,580	Special Works	830,627	(220,953)	1,008,770	(253,460)
			Supervision & Management				
3,646,370	3,646,370	3,198,540	General	3,157,485	(41,055)	3,602,754	(43,616)
1,539,940	1,539,940	1,303,630	Special	1,215,850	(87,780)	1,387,868	(152,072)
244,760	244,760	211,760	Other Expenditure	232,263	20,503	256,042	11,282
9,519,470	9,519,470	8,120,510	Total Management & Maintenance	7,571,591	(548,919)	9,003,268	(516,202)
0	0	0	Adjustment to Bad Debt Provision	0	0	0	0
1,278,720	1,278,720	1,065,600	Depreciation - dwellings	1,065,600	0	1,278,720	0
0	0	0	- other	0	0	0	0
3,187,280	3,187,280	2,656,067	Transfer to Major Repairs Reserve	2,480,038	(176,029)	3,362,721	175,441
13,985,470	13,985,470	11,842,177	Total Expenditure	11,117,229	(724,948)	13,644,709	(340,761)
(4,326,980)	(4,326,980)	(3,418,123)	NET COST OF SERVICE	(4,339,907)	(921,784)	(4,622,816)	(295,836)
(34,680)	(34,680)	0	Interest on Balances	0	0	0	34,680
3,839,990	3,839,990	1,240,815	Principal & Interest Payable (PWLb loans)	1,233,940	(6,875)	3,839,990	0
(10)	(10)	(8)	Interest on Council House Sales (mortgages)	(1)	7	0	10
3,805,300	3,805,300	1,240,807		1,233,939	(6,868)	3,839,990	34,690
(521,680)	(521,680)	(2,177,317)	NET OPERATING EXPENDITURE - Deficit / (Surplus)	(3,105,968)	(928,651)	(782,826)	(261,146)
0	0	0	*Inflationary uplift on contracted works	0	0	150,000	150,000
(521,680)	(521,680)	(2,177,317)	Deficit / (Surplus) for the Year	(3,105,968)	(928,651)	(632,826)	(111,146)
			REVISED BALANCES				
(3,100,000)	(3,100,000)	(3,100,000)	Balance b/f HRA	(3,100,000)	0	(3,100,000)	0
(3,270,000)	(3,270,000)	(3,270,000)	Balance b/f Future Housing Development Fund	(3,270,000)	0	(3,270,000)	0
(1,600,000)	(1,600,000)	(1,600,000)	Balance b/f Volatility Reserve	(1,600,000)	0	(1,600,000)	0
(521,680)	(521,680)	(2,177,317)	Deficit / (Surplus) in year	(3,105,968)	(928,651)	(632,826)	(111,146)
(8,491,680)	(8,491,680)	(10,147,317)	Total Balance C/F	(11,075,968)	(928,651)	(8,602,826)	(111,146)

8. Housing Revenue Account - Detail

2017/18			Service	2017/18				
Budget								
Original	Revised	Year to Date		Actual	Variance	YE Proj.	YE Var	
£	£	£		£	£	£	£	
				INCOME				
(17,329,920)	(17,329,920)	(14,441,600)	SB	Gross Property Rents	(14,676,018)	(234,418)	(17,344,385)	(14,465)
(451,840)	(451,840)	(376,500)	SB	Garage Rents	(346,434)	30,066	(409,422)	42,418
(530,690)	(530,690)	(442,200)	SB	Other Rents and Income	(434,684)	7,516	(513,717)	16,973
(18,312,450)	(18,312,450)	(15,260,300)		TOTAL INCOME	(15,457,136)	(196,836)	(18,267,524)	44,926
				REPAIRS & MAINTENANCE				
				Repairs and Maintenance - General				
1,924,170	1,924,170	1,603,400	AG	Response Maintenance	1,480,206	(123,194)	1,908,521	(15,649)
0	0	0	AG	Rechargeable Works	(5,168)	(5,168)	(4,515)	(4,515)
0	0	0	AG	Storm Damage	500	500	500	500
				Programmed Maintenance				
37,000	37,000	30,800	AG	Communal Areas	52,996	22,196	53,706	16,706
0	0	0	AG	Smoke & Carbon Monoxide Alarms	1,104	1,104	1,582	1,582
20,000	20,000	16,700	AG	Emergency Equipment Test & Repair	2,595	(14,105)	1,715	(18,285)
0	0	0	AG	Emergency Light Testing	5,666	5,666	6,665	6,665
0	0	0	AG	Automated Door Servicing	5,245	5,245	5,245	5,245
20,000	20,000	16,700	AG	Legionella Testing	4,759	(11,941)	5,712	(14,288)
1,000	1,000	800	AG	PAT Testing	(107)	(907)	(107)	(1,107)
180,000	180,000	150,000	AG	Solid Fuel Appliances	68,873	(81,127)	158,996	(21,004)
450,000	450,000	375,000	AG	Gas Boilers Servicing	365,607	(9,393)	419,598	(30,402)
100,000	100,000	83,300	AG	Electrical Inspections	56,535	(26,765)	84,576	(15,424)
1,000	1,000	800	AG	Clos-o-mat Servicing	950	150	950	(50)
85,000	85,000	70,800	AG	Lift Maintenance	41,522	(29,278)	49,827	(35,173)
0	0	0	AG	External Painting Programme	14,984	14,984	14,984	14,984
8,000	8,000	6,700	AG	Service of Rainwater Harvest Systems	3,675	(3,025)	4,083	(3,917)
0	0	0	AG	Interior Decoration	35,424	35,424	35,794	35,794
902,000	902,000	751,600		Total Programmed Maintenance	659,828	(91,772)	843,327	(58,673)
2,826,170	2,826,170	2,355,000		Total Repairs and Maintenance - General	2,135,366	(219,634)	2,747,833	(78,337)
				Repairs and Maintenance - Special Works				
100,000	100,000	83,300	AG	Adaptations for Disabled	50,153	(33,147)	60,184	(39,816)
10,000	10,000	8,300	AG	Fence Programme	8,610	310	9,641	(359)
250,050	250,050	208,300	AG	Fire Safety Works	28,875	(179,425)	13,581	(236,469)
120,000	120,000	100,000	AG	Dampness Eradication & Condensation	21,602	(78,398)	25,953	(94,047)
10,000	10,000	8,300	AG	Loft Insulation	10,037	1,737	11,723	1,723
150,000	150,000	125,000	AG	Fuel Efficiency Measures	0	(125,000)	0	(150,000)
10,000	10,000	8,300	AG	Improvements Voucher Scheme	6,104	(2,196)	8,943	(1,057)
12,000	12,000	10,000	AM	Sanctuary Scheme	3,323	(6,677)	3,471	(8,529)
100,000	100,000	83,300	AG	Asbestos Surveys	184,261	100,961	268,761	168,761
200,000	200,000	166,700	AG	Asbestos Works	251,884	85,184	251,473	51,473
85,000	85,000	70,800	AG	Gutter Repairs/Improvements	60,818	(9,982)	99,181	14,181
0	0	0	AG	Renewal of Walls	0	0	0	0
100,180	100,180	83,480	AG	Handyperson Scheme	84,813	1,333	101,776	1,596
0	0	0	AG	Replacement Floors	0	0	0	0
30,000	30,000	25,000	AG	Structural Works - Subsidence	9,529	(15,471)	9,528	(20,472)
5,000	5,000	4,200	SB	Grant via Tenant Participation	2,758	(1,442)	2,758	(2,242)
20,000	20,000	16,700	AG	Energy Performance Certificates	11,136	(5,564)	13,363	(6,637)
10,000	10,000	8,300	AG	Path Repairs	36,105	27,805	50,672	40,672
10,000	10,000	8,300	AG	Minor Schemes	0	(8,300)	0	(10,000)
10,000	10,000	8,300	AG	Flat Roof Repairs	13,780	5,480	20,210	10,210
30,000	30,000	25,000	AG	Chimney Repairs	46,839	21,839	57,553	27,553
1,262,230	1,262,230	1,051,580		Total Repairs and Maintenance - Special Works	830,627	(220,953)	1,008,770	(253,460)

2017/18			Service	2017/18			
Budget							
Original	Revised	Year to Date		Actual	Variance	YE Proj.	YE Var
£	£	£		£	£	£	£
			SUPERVISION & MANAGEMENT				
			Supervision & Management - General				
2,373,920	2,373,920	1,982,870	Employees	1,909,540	(73,330)	2,291,448	(82,472)
221,170	221,170	220,770	Premises	225,448	4,678	225,448	4,278
117,240	117,240	98,380	Transport	104,031	5,651	124,837	7,597
231,100	231,100	193,130	Supplies & Services	218,796	25,666	262,555	31,455
772,710	772,710	772,710	Corporate Support Services	772,710	0	772,710	0
372,230	372,230	372,230	Other Support Services	372,230	0	372,230	0
4,088,370	4,088,370	3,640,090	Total Expenditure	3,602,755	(37,335)	4,049,228	(39,142)
(2,750)	(2,750)	(2,300)	Income	(6,020)	(3,720)	(7,224)	(4,474)
4,085,620	4,085,620	3,637,790	Net Expenditure before Recharges	3,596,735	(41,055)	4,042,004	(43,616)
(439,250)	(439,250)	(439,250)	Recharge income	(439,250)	0	(439,250)	0
3,646,370	3,646,370	3,198,540	Net Supervision & Management - General	3,157,485	(41,055)	3,602,754	(43,616)
			Net Expenditure Analysis by Cost Centre				
763,130	763,130	751,400	JG General Operational Management	747,341	(4,059)		
214,250	214,250	191,430	JG Strategic Lead Housing & support	195,582	4,152		
1,098,770	1,098,770	945,800	SB Landlord Services	924,676	(21,124)		
1,005,190	1,005,190	868,190	AM Housing Needs & Strategy	803,606	(64,584)		
972,570	972,570	850,060	AG Asset & Property	893,981	43,921		
31,710	31,710	30,910	AG Council House Sales	31,548	638		
4,085,620	4,085,620	3,637,790	Net Expenditure before Recharges	3,596,734	(41,056)		
(439,250)	(439,250)	(439,250)	Recharge income	(439,250)	0		
3,646,370	3,646,370	3,198,540	Total Analysis by Cost Centre	3,157,484	(41,056)		
			Supervision & Management - Special				
57,070	57,070	48,960	SB Communal Areas Cleaning	49,720	760	59,664	2,594
39,010	39,010	34,510	SB Community Centres	31,051	(3,459)	37,261	(1,749)
10,000	10,000	8,300	AM Choice Based Lettings	6,600	(1,700)	7,920	(2,080)
321,400	321,400	267,800	SB Maintenance of Grounds	321,400	53,600	321,400	0
39,880	39,880	34,960	SB Play Areas	14,362	(20,598)	17,234	(22,646)
51,550	51,550	43,000	SB Estate Management	18,344	(24,656)	22,013	(29,537)
13,000	13,000	10,800	SB Anti Social Behaviour	20,651	9,851	20,651	7,651
410	410	300	SB Caretaking & Window Cleaning	1	(299)	1	(409)
34,000	34,000	28,300	AG Communal Areas Lighting	23,273	(5,027)	27,928	(6,072)
5,000	5,000	4,200	AG Shared House St Andrews Road Exmouth	345	(3,855)	414	(4,586)
5,000	5,000	4,200	AM Mutual Exchanges	4,063	(137)	4,876	(124)
25,320	25,320	21,100	AG Communal Areas Heating	12,217	(8,883)	14,660	(10,660)
5,000	5,000	4,200	AM Longitudinal Study	5,240	1,040	6,288	1,288
75,000	75,000	62,500	AG Stock Condition Survey	4,540	(57,960)	5,448	(69,552)
3,290	3,290	2,800	SB Tenants' Conference	2,881	81	3,457	167
15,000	15,000	12,500	AM New Build Feasibility	2,512	(9,988)	3,014	(11,986)
15,000	15,000	12,500	JG ASW Procurement	13,708	1,208	13,708	(1,292)
5,000	5,000	4,200	TC Decommissioning Costs	7,200	3,000	8,640	3,640
5,000	5,000	4,200	JG Business Plan Update	1	(4,199)	1	(4,999)
9,450	9,450	8,750	TC District Offices running expenses	10,139	1,389	12,167	2,717
717,660	717,660	611,950	TC Mobile Support Officers	607,983	(3,967)	729,580	11,920
85,000	85,000	70,900	SH Sheltered Schemes Equipment Maintenance	52,470	(18,430)	62,964	(22,036)
2,900	2,900	2,700	AG Sewage Treatment Works	7,149	4,449	8,579	5,679
1,539,940	1,539,940	1,303,630	Total Supervision & Management - Special	1,215,850	(87,780)	1,387,868	(152,072)

2017/18			Service	2017/18			
Budget				Actual	Variance	YE Proj.	YE Var
Original	Revised	Year to Date					
£	£	£		£	£	£	£
			OTHER EXPENDITURE				
14,530	14,530	12,700	AG Sewerage - Repairs, Maintenance & Emptying	10,403	(2,297)	11,902	-2,628
41,180	41,180	36,630	SB Tenant Participation	53,329	16,699	59,953	18,773
5,250	5,250	4,400	SB Tenant Scrutiny	1,520	(2,880)	1,814	-3,436
2,030	2,030	1,700	SB Storage	0	(1,700)	0	-2,030
5,200	5,200	4,460	SB Honiton - 38 St Pauls Road Heathpark	2,208	(2,252)	2,574	-2,626
20,100	20,100	16,760	SB Community Development Work	15,897	(863)	19,065	-1,035
0	0	0	SB Honiton Together	300	300	300	300
2,000	2,000	1,700	SB Minor Management Schemes	330	(1,370)	388	-1,612
0	0	0	AG Road Repairs	266	266	266	266
1,020	1,020	900	SB Signs on Estates	1,310	410	1,485	465
8,120	8,120	6,800	SB Eviction Expenses	7,834	1,034	9,355	1,235
0	0	0	AG Off Street parking - Grants to Tenants	0	0	0	0
3,050	3,050	2,500	AG Pest Control Expenses	1,121	(1,379)	1,368	-1,682
10,000	10,000	8,300	AG Gully Cleansing	0	(8,300)	0	-10,000
32,510	32,510	31,710	AG Tree Felling and Planting	28,125	(3,585)	28,125	-4,385
5,000	5,000	4,200	AG Landscaping	7,390	3,190	8,798	3,798
65,000	65,000	54,200	AM Removal Expenses (downsizing)	42,257	(11,943)	50,677	-14,323
0	0	0	AG Private Water Supplies - Service & Maintenance	0	0	0	0
23,270	23,270	19,400	SB Removal of Rubbish	47,975	28,575	47,975	24,705
6,500	6,500	5,400	SB Best Value - Housemark	11,998	6,598	11,998	5,498
244,760	244,760	211,760	TOTAL OTHER EXPENDITURE	232,263	20,503	256,042	11,282
			MAJOR REPAIRS ACCOUNT				
100,000	100,000	83,333	AG Heating Upgrades	19,024	(64,309)	19,024	-80,976
0	0	0	AG COT heating upgrades	523	523	523	523
800,000	800,000	666,667	AG Gas Boilers Replacement	420,373	(246,294)	569,443	-230,557
0	0	0	AG COT new boilers	33,195	33,195	33,196	33,196
150,000	150,000	125,000	AG Electrical Updating	21,146	(103,854)	121,453	-28,547
150,000	150,000	125,000	AG Roof Renewal	95,779	(29,221)	175,925	25,925
500,000	500,000	416,667	AG Replacement Kitchens	122,705	(293,962)	234,305	-265,695
0	0	0	AG COT kitchens	237,201	237,201	237,201	237,201
400,000	400,000	333,333	AG Replacement Doors	288,420	(44,913)	398,135	-1,865
320,000	320,000	266,667	AG Replacement uPVC fascias etc	300,051	33,384	319,765	-235
300,000	300,000	250,000	AG Replacement Bathrooms	98,875	(151,125)	199,675	-100,325
0	0	0	AG COT bathrooms	52,352	52,352	52,351	52,351
150,000	150,000	125,000	AG Electrical Works on COT	6,233	(118,767)	60,307	-89,693
1,596,000	1,596,000	1,330,000	AG COT: Other Expenditure	1,849,761	519,761	2,220,139	624,139
4,466,000	4,466,000	3,721,667	TOTAL MAJOR REPAIRS ACCOUNT	3,545,638	(176,029)	4,641,441	175,441

Report to: **Housing Review Board**

Date of Meeting: 8 March 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 12

Subject: **Update report on the work to renew the Day to Day Repairs and Void work to Council Housing Stock.**

Purpose of report: To make sure that the Board is kept up to date with progress being made to renew the contract for day to day repairs and void work to council housing stock

Recommendation: **To note the progress on renewing the contract**

Reason for recommendation: To assist the project team with the renewal of the contract and ensure the Housing Review Board are up to date with progress.

Officer: Amy Gilbert-Jeans, Property and Asset Manager
agilbert-jeans@eastdevon.gov.uk

Financial implications: All financial implications are considered within the report. The housing accountant is an active member of the project team.

Legal implications: There are no legal implications requiring comment. The board has previously been advised on the Procurement process and the Officers are receiving specialist advice from the appointed consultants.

Equalities impact: Medium Impact
The repairs service must be open and accessible to all tenants.

Risk: High Risk
Not having sufficient contracting arrangements in place presents risks to management and maintenance of tenant's homes.

Links to background information: <http://eastdevon.gov.uk/media/2317941/combined-hrb-agenda-110118.pdf> (item 11)
<http://eastdevon.gov.uk/media/1973368/combined-hrb-agenda-120117.pdf> (item 14 and 15)
<http://eastdevon.gov.uk/media/2022994/combined-hrb-agenda-090317.pdf> (item 11)
<http://eastdevon.gov.uk/media/2140883/combined-hrb-agenda-150617.pdf> (item 9)
<http://eastdevon.gov.uk/media/2197069/combined-hrb-agenda-070917.pdf> (item 10)

Link to Council Plan: Encouraging communities to be outstanding

1. Background

- 1.1 The Board received a detailed report on the progress being made with renewing the repairs contract at their meeting on 12 January 2018, and similar reports at earlier Board meetings (listed above)

1.2 This report outlines the progress that has been made since then.

2. Key steps

2.1 The project group has been working closely with our consultants to ensure that we keep to the project timetable - presented in word format as Appendix 1.

2.2 We will be publishing the OJEU (Official Journal of the European Community) notice on Monday 19th February and due to changes in the 2015 procurement regulations we have had to prepare all documentation for the entire procurement process in advance of us publishing our OJEU notice. Potential bidders are therefore able to see clearly all of our requirements as well as the process they will be expected to go through to bid for the contract. This will help them determine fully if they are likely to want to bid for the contract and should eliminate any bidders that may realise later down the line they no longer wish to proceed.

2.3 Through much discussion with our consultants and advice from our Procurement Advisors at Devon County Council, we will be procuring this contract through the route of competitive dialogue with negotiation. Appendix 2 sets out a process map for how this route of procurement will work. This route will give us the opportunity to enter into negotiation with our final group of bidders in order to potentially enhance the final offers made. It should be noted that we do not have to enter this stage if there is a clear enough position at the previous tender stage in terms of the evaluation and scoring of bids. We therefore may well award without going through the stages of negotiation.

2.4 We have spent a considerable amount of time ensuring the term brief for the project captures all of our aspirations for a future contracting arrangement. We have directly input feedback that came as a direct result from our options appraisal workshop in 2017. This includes:

- A 'systems thinking' approach to all areas of the contract in terms of always ensuring our tenants are at the centre of service delivery
- Improved appointment processes ensuring that appointments can be made for tenants at their first point of contact with the service
- Appointment slots of Saturday mornings as well as evening slots, designed to help tenants that work full time hours.
- Improved IT capabilities ensuring that a future contractor can interface and connect with our systems fully.
- A series of challenging key performance indicators that will drive performance and ensure constant monitoring of all areas of the service.
- An emphasis on achieving value for money, this will be achieved through a transparent 'price per property' and 'price per void' financial model with close monitoring.
- The opportunity to include works from our planned worked schedules, such as kitchen and bathroom replacement. This will incentivise the contractor as well as potentially secure us excellent value in terms of price per unit.
- Inclusion of a number of our smaller servicing contracts that are timely in terms of retendering and general monitoring, including them within this contract will save us time in terms of retendering on an annual basis. Due to the size of the contract overall, we are likely to obtain very competitive prices.
- A proportion of property 'MOTs' to be carried out on an annual basis, we will be starting these in properties that have not made contact with the service for a set period of time.
- A more 'joined up' approach to responsive repairs, with the idea that when an operative is in a property dealing with an issue they will take the time to engage with residents and enquire as to any other responsive issues that could be

rectified at the same time. There will obviously be guidelines set around managing expectations in this area for both contractor and tenants.

- A zero tolerance approach to compliance matters and a 'model service' in terms of health and safety requirements.
- The option of a handyperson service that can be reviewed on an annual basis.

- 2.5 On the 28th February 2018 we will be holding a bidders event at Exmouth Town Hall. This will give potential bidders the opportunity to come along and learn more about East Devon as an Authority. This is an ideal opportunity for us to showcase the housing service in terms of our future aspirations for the service as well as giving us an early indication of what companies in the sector may be interested in bidding for the contract.

3. Involving tenants

- 3.1 We have made a commitment to ensure tenants will be involved with every stage of our procurement journey and since reporting to you in January, we have appreciated the time our tenant volunteers have been able to give us with driving this project forward.

- 3.2 We have already had some very valuable input from tenants which has included:

- Two tenant members on the initial project group.
- 8 tenants attending the stakeholder workshop in February 2017 which was facilitated by an outside consultant and captured the direction of travel in which tenants, officers and councillors want the service to go and which has been key to putting together the 'EDDC core offer' which will form the basis of the new specification.
- Further input to this core offer from tenants and leaseholders who took part in the telephone surveys undertaken by our consultant– this was a survey of tenants who do not usually attend tenant meetings meaning input from a fresh section of our tenants. We specified that this was to be tenants not involved in the current tenant involvement groups as there is a risk that if we are only ever using the same tenants for input, there is then a risk of this being non-representational of a broader cross section of tenants. Over 50 tenants were contacted and their ideas and aspirations for the new service were captured and considered.
- Regular updates to the Tenant Repairs Service Group at which tenants have been able to voice their concerns and desires for the service going forward.
- At the last meeting of the Tenant Repairs Service Group we spent some time training tenants to understand fully the procurement process we are undertaking.

We also invited our tenant representatives to put forward their own tender questions in relation to customer care. These have been included in both the first stage and second stage questionnaires that bidders have to complete as part of the procurement process.

- 3.3 Tenants will be further involved in the project as follows:

- Attending the Bidders Day on the 28th February and talking with potential contractors
- Assessing and scoring the responses to the customer care questions
- Engaging in negotiation sessions with the final 3 selected bidders (if negotiation takes place)
- Involvement in the mobilisation workshop once our new contractor has been selected.

4. Involving leaseholders

- 4.1 Under Section 20 of the Landlord and Tenant Act 1985 we have a legal obligation to give leaseholders notice of our intention to enter into a long term agreement for the repairs contract.
- 4.2 A letter (Stage 1; Notice of Intention) explaining this was sent out to all leaseholders, and also to private owners attached to our sewage treatment plants (STPs), on 12 January, asking for any observations by 9 February 2018.
- 4.3 Leaseholders were not given the option of proposing a person from whom we should try to obtain an estimate because the proposed agreement requires public advertisement within the European Community and therefore we will be advertising the agreement through the Official Journal of the European Union (OJEU).
- 4.4 We had two responses from private owners linked to STPs which just queried why they had been sent the letter. We had observations from six leaseholders raising various issues which we have responded to individually.
- 4.5 A further Section 20 notice to leaseholders (Stage 2; Notice of Proposal) will need to be sent out further on in the process once the final selection of contractor has been made.

5. Social Value

- 5.1 Due to the length and value of our new contract, under the Public Services (Social Value) Act 2013 we must consider the concept of social value in the procurement of the contract.
- 5.2 Social Value is the need for us to consider what wider benefits there could be for our communities and the wellbeing of individuals through the spend and delivery of this contract. Social value helps us secure additional value for money and links directly to our community development aspirations.
- 5.3 In terms of specific areas of social value for this contract, we have set out the following requirements:
 - A requirement for the contractor to employ a set number of apprentices across a range of trades through-out the life of the contract.
 - A requirement for the contractor to offer work experience opportunities with a focus on targeting our own tenants who are currently unemployed.
 - In order to raise an awareness of the construction sector, we have specified a requirement for the new contractor to engage with local schools (primary and secondary) to engage children over a range of ages from basic health and safety to raising an awareness of the employment opportunities available in the sector. Depending on the age of children this will involve a range of activities such as organising school trips to building sites to more intensive support for school leavers at secondary age who may be considering a career in the construction sector.
 - Targeted training days that will be specifically designed for our tenants in order to promote basic level maintenance that in turn will assist in the upkeep of our properties. Examples will be workshops highlighting damp and condensation issues. Such workshops will empower our tenants to take more responsibility for general upkeep of their properties.

- A requirement to ensure gender equality in terms of promoting women in construction; we will expect our new contractor to tell us how they are achieving this.
- A requirement to consider social enterprise organisations in the East Devon area when considering supply chain requirements.

5.4 It should be noted that in addition to the above there are a number of standard areas that the contractor will be required to sign up to, many of these are in line with current legislation and include areas such as implementation of an environmental policy.

6. Next steps

- 6.1 This is a large scale procurement exercise with many dimensions and it is recognised that there may be many areas that Members would like further information on. Members are invited to contact the Property and Asset Manager directly with any queries or concerns.
- 6.2 We are due to attend the next Tenant Involvement Forum in early March to ensure our involved tenants are also up to date with current progress. We also have prepared an update on the project for the next edition of our Housing Matters magazine.

Item 12 Appendix 1

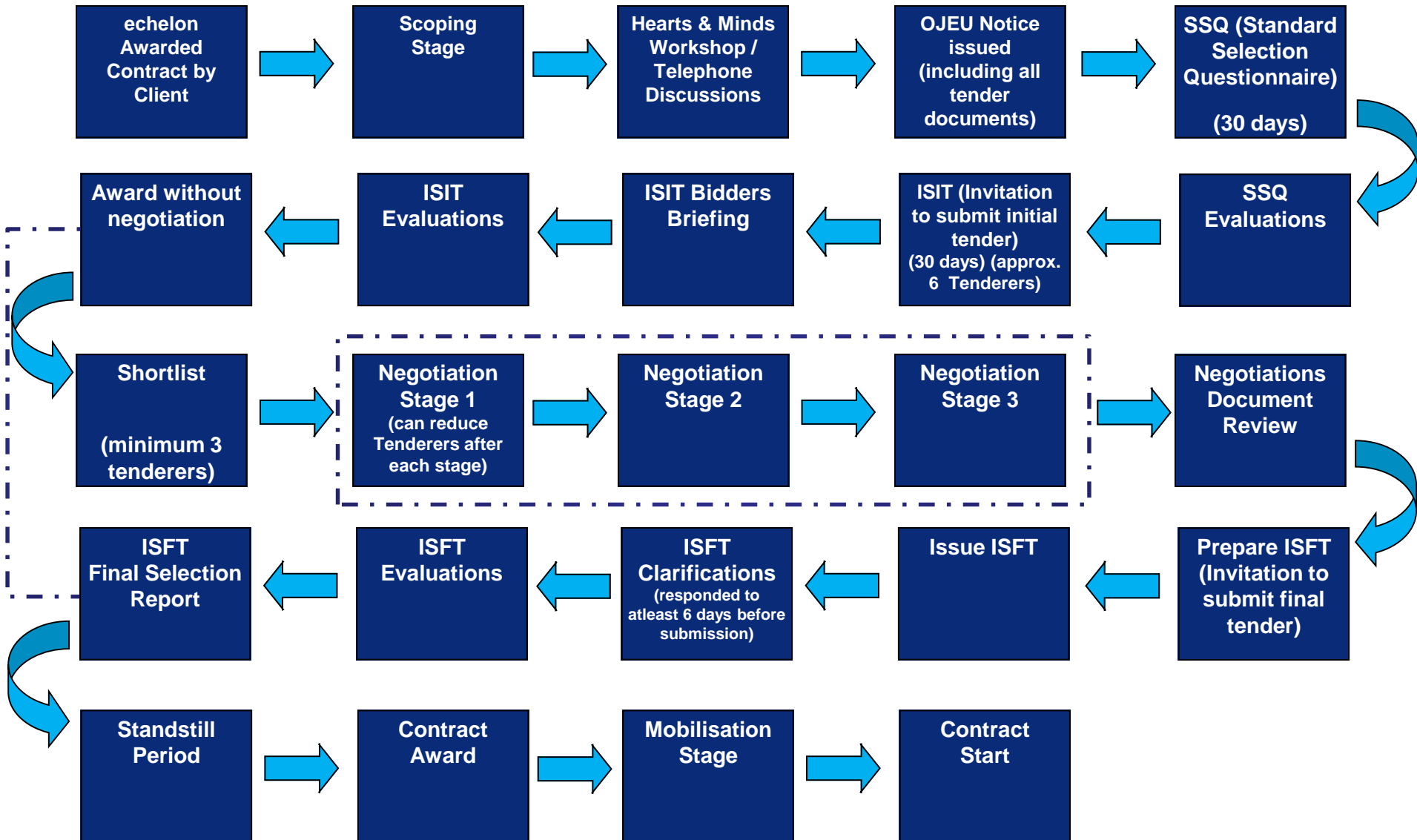
Event	Proposed Date(s)
OJEU Posted	19/02/18
Issue all Tender Documents	19/02/18
SSQ Bidder's Briefing	28/02/18
SSQ Clarification Questions End Date	14/03/18
SSQ Submission Date	21/03/18
SSQ Evaluation Period	21/03/18 – 03/04/18
SSQ Successful & Unsuccessful Letters	03/04/18
SSQ Report	04/04/18
EDDC Approval	05/04/18
Invitation to submit Initial Tender (ISIT) to successful Bidders	06/04/18
ISIT Bidder's Briefing	25/04/18
ISIT Clarification Questions End Date	01/05/18
ISIT Submission Date	08/05/18
ISIT Evaluation Period	08/05/18 – 21/05/18
Inform Bidders of Outcome	22/05/18
Negotiation Stage 1	23/05/18 – 07/06/18
Negotiation Stage 2	11/06/18 – 18/06/18
Negotiation Stage 3	18/06/18 – 25/06/18
Invitation to submit Final Tender (ISFT)	09/07/18

Event	Proposed Date(s)
ISFT Clarification Questions End Date	24/07/18
ISFT Submission Date	31/07/18
ISFT Evaluation Period	31/07/18 – 06/08/18
Final Selection Report	07/08/18
Board Approval	08/08/18
Sec 20 Consultation	10/08/18 – 10/09/18
Issue Regulation 86 Standstill Letters	17/09/18
Standstill Period	17/09/18 – 28/09/18
Formal Notice to Successful Bidder	28/09/18
Mobilisation Period	28/09/18 – 31/01/19
Start on Site of new Contract	01/02/19

This timetable may be altered by EDDC at its absolute discretion.

Appendix 2

Competitive Procedure with Negotiation



Item 13

Annual report of the Housing Review Board 2017/18

The Chairman and Vice Chairman of the Housing Review Board are Councillor Pauline Stott and Pat Rous, respectively.

The Board welcomed new Board member Councillor Jenny Brown in June 2017 and new (returning) tenant representative members Sue Saunders and Peter Sullivan at its January meeting. It also said goodbye to tenant representatives Victor Kemp and Angela Bea during the year.

Words from the Chairman

It has been my great privilege and honour to be the Chairman of the Housing Review Board for another year and also thanks to my Vice Chairman Pat Rous.

This year we have said goodbye to two of our tenants on the board Angela Bea and Victor Kemp. We also said goodbye to councillor Jim Knight who had been on the board since it was formed in 2006. The board welcomed member councillor Jenny Brown, and our replacement tenants were Peter Sullivan and Sue Saunders – welcome to both.

This year we see new challenges from the government with Universal Credit soon to be upon us. We have prepared tenants and ourselves with the best information available to alleviate any problems.

This year also sees a slight increase in our stock with 27 purchases of both flats and houses in the district, with a slight reduction in right to buy. Our housing stock is at this present time 4225. We are now up 11 in our stock on last year's total with 3332 people still on our waiting list. But the fight goes on to keep all the right to buy money from the sales of our homes so that we can purchase like for like homes instead of having to find match funding, with the government only giving us 40% back from the sale of our homes. Though this year we are in the early stages of starting to form our own East Devon Housing Company, we hope this will help young people to be able to buy an affordable home of their own. St Andrews House, the six bedsits for residents, has been working well so we are now looking to see if we can expand our stock of bedsits, which is great news for single people.

This year we are still making good progress eradicating asbestos from some of our homes. This has been one of our top priorities. When we have an empty property (a void) we upgrade to our high standard - though this takes longer it's better done when a property is empty. Fire safety has also been a top priority with making sure that no hazards are left in corridors, not always popular but the safety of our tenants is paramount.

Home safeguard is a life saver for so many people, not just for emergencies but the peace of mind to know somebody is there 24 hours a day at the end of a phone. This service goes from strength to strength both with our own tenants but also expanded into the private sector. The handy man scheme is also very much needed for many wanting that small job done. This service I am sure is invaluable to a lot of our older generation tenants, I hope in the future that this service can be expanded into the private sector.

I must mention also our wonderful Community Development workers who all do such wonderful work on our estates and who now have joined up with the Countryside team. They do lots of great projects together like the community orchard at Axminster and Littleham, with the cider making as an end product and many more things together. The Community

Development workers also run the Switch youth clubs at the Thelma Hubert Galley, Honiton, Clayton House, Exmouth and Millway Rise, Axminster. This is for children aged 3-12 years old, they have such a great variety of activities from arts and crafts workshops to healthy eating and even overnight stays.

This year also see our repairs and maintenance contract coming to an end so we are going out to tender for a ten year contract to try and improve our service to you.

To all the tenants who pay their rent on time, with 99.8% collection rate; because of this we are able to maintain the best level of service to all of you. Thanks.

Lastly I would like to thank all the representatives of the tenants for the work that they do behind the scenes in their different forums. I would also like to thank all the members of the Housing Review Board for the commitment of the tenants to achieve the best standard of homes possible. Also our thanks on behalf of all the tenants for the dedication of all the housing team including John Golding for all the work they do to provide the best service for our residents.

The Board

The remit of the Board covers:

- Advising the Cabinet on the Council's landlord activities and functions affecting tenants and leaseholders;
- Maintaining an active involvement in the on-going review of the options for the future ownership and management of Council owned homes, and to make recommendations;
- Promoting good practice and overseeing service improvements;
- Monitoring performance on core housing management activities and reporting to the Cabinet;
- Preparation of the Housing Revenue Account budget and Business Plan;
- Promoting tenant and leaseholder involvement and implementation of the Tenant and Council Partnership Statement;
- Consulting with the Tenant Involvement Forum, who liaise with tenant groups and representatives;
- Encouraging good practice in relation to equality and diversity issues, and ensuring that the needs of vulnerable tenants are satisfied;
- Advise on any other matters affecting the Council's landlord duties and responsibilities.

The Board has continued in its role of introducing service improvements and monitoring throughout the year, liaising with the Tenant Representative Group (TRG) as appropriate. Some examples from the HRB work programme are summarised below:

Draft Housing Revenue Account 2018/19

The draft Housing Revenue Account for 2018/19 was a key document for the Board to influence. The annual HRA was underpinned and influenced by the 30 year HRA Business Plan. 2012/13 saw the major reform to social housing finance and a move to self-financing, which involved the Council taking on debt rather than paying a subsidy to government from tenants' rents. As a result this showed a healthy HRA balance going into the 2018/19 financial year. The budget was produced in accordance with Housing Revenue Account Business Plan assumptions. A big issue for the 2018/19 budget setting was addressing the government's rent reduction policy, this had reduced the anticipated level of income.

Draft Housing Service Plan 2018/19

The Service Plan is produced annually and sets out the key achievements over the past year and the forthcoming issues to be faced by the service. A range of service improvements were

identified, performance data reported, consultation proposals outlined and budget information provided to the Board. The Homelessness Reduction Act was highlighted as being a challenge for the year ahead, although preparations were advanced for this. Other challenges included maintaining the supply of local affordable housing and the impacts of Universal Credit.

HRA financial monitoring reports

A summary of the overall financial position on the Housing Revenue Account (HRA), HRA Capital Programme and the Business Plan for 2017/18 has been regularly provided at meetings. Careful monitoring throughout the year indicated that the HRA was being maintained at/above the adopted level and the Business Plan position remained healthy. It was anticipated that the HRA would come in on budget. The Board have carefully monitored the time scale for spending Right to Buy receipts.

Housing Revenue Account outturn report 2016/17

The Board considered the final year end budget position and comparison against budgets set for 2016/17. The outturn position showed an underspend of £1.722m against the budget. A new reserve called the 'future housing development fund' was created. This would be used to provide additional dwellings within the HRA and to match fund the one to one replacement capital receipts (Right to Buy) required to be spent within set deadlines or required to be returned to Government with an interest payment.

Right to Buy spending updates

Throughout the year the Board received regular update reports on the strategy and options for spending Right to Buy receipts, within the guidance and deadlines set by Government, as well as the property acquired using Right to Buy and Commuted Sums. The Portfolio Holder Sustainable Homes and Communities, Chair of the Housing Review Board and the Strategic Lead – Housing, Health and Environment were given delegated authority to approve purchases to meet 2017/18 and 2018/19 Right to Buy spending deadlines using the Housing Revenue Account funding, or other such funding, as match funding.

Local Housing Company

A Local Housing Company for East Devon District Council was established and met for the first time in October 2017. It was wholly owned by the Council with the purpose of providing a range of housing including in the general market (outside the Revenue Account) and to generate a profit to provide income to the Council's general fund.

Homelessness Reduction Act

Preparations were made throughout the year for changes as a result of the Homelessness Reduction Act, with more onerous homelessness duties being enacted. There were greater resource implications for the Council.

Gas servicing contract 2016 – 2020

The Board received reports throughout the year on the retendering of the gas servicing contract. The first report requested an extension to the existing contract, the second explained the joint procurement approach undertaken with Mid Devon District Council and the final report updated the Board with the outcome and the successful contractor.

Alternative model to deliver housing repairs and maintenance – procurement of the housing response repairs and works to void properties contract

Throughout the year the Board received reports on the project to appoint procurement consultants, Echelon Consultancy Ltd, to undertake a focussed piece of work looking at the current trends in the sector, options for alternative service delivery models and the opportunities for providing tenants with a more cost efficient, high performing service. It was an opportunity to have greater control over the repairs and maintenance of tenants' homes whilst drawing on the experience of contractors' expertise and sharing the risks with them. Reports on a procurement strategy and the preferred outsourcing service delivery option were also considered by the Board. A 'price per property/price per void model' was being studied. A further six month extension was awarded to the current responsive day to day repairs and void works to council housing stock contract, to allow for the completion of the drafting of a new specification and the procurement process to place, to secure future contracting arrangements for responsive repairs and void work to properties.

Stock condition survey

The Board agreed for a new stock condition survey to be undertaken on 100% of the Council's housing stock to inform the financing requirements of future repair and maintenance programmes. The data would also support a planned works approach, obtaining efficiency savings and procuring works.

Decommissioning of sheltered housing

The Board agreed to cease the process of decommissioning certain sheltered properties and to re-commission suitable properties already decommissioned as they became void. This followed change to the way sheltered housing was funded, with the criteria being based of the support needs of the tenant and the removal of an age criteria.

Fire safety precautions

Following the terrible Grenfell tower block fire the Board received reassurance on the Council's fire safety procedures and practices. In September 2017 the Board considered an updated fire safety policy which outlined the Council's approach to fire safety in housing.

Sewage treatment plants – works progress

The Board had previously received a report following the survey of the 15 sewage treatment plants (STPs) that the housing service owned and managed. An update was given in September 2017 on the current position regarding the STPs and approval was sought on proceeding with steps to transfer properties onto the public sewerage system. Engineers had found a way to transfer 10 of the 15 STPs. Further consideration was being given to options for the transfer of the sites that were not eligible for 'first time sewerage' (at 10 locations) or 'sewer requisitions' (at 3 locations).

Universal Credit update

The Board were given latest information on the roll out of Universal Credit (UC) and the actions being taken to mitigate, as far as possible, the potential loss to Housing Revenue Account income. UC would go live for tenants with new claims with a Honiton postcode on 4 July 2018, and for those with Exeter postcodes on 26 September 2018. A proactive approach to preparations was underway. Two full time equivalent members of staff from Housing Benefits would support the Housing Service as vulnerable tenants were likely to require intensive support to help them manage their income effectively.

Hillcrest, Exmouth bungalow purchase

Authority was sought to enter into negotiations to purchase a surplus Devon County Council property using Right to Buy receipts and Housing Revenue Account funding. Purchasing the site would allow the Council to develop purpose built housing to meet specific needs. If the purchase was successful a further report would be brought to seek Board support on the type of accommodation that should be provided.

Other issues reviewed by the Board during the year have included:

- SWAP review of the Housing Revenue Account Business Plan 2016/17 – recommendations included aligning the risks identified in the Business Plan with the corporate risk register. Also, information on stock condition was missing along with identification of a future spending pattern.
- Housing Revenue Account Business Plan update – a review of the Business Plan had been taken and an updated draft Plan 2017-2020 was recommended for approval.
- Annual report to tenants 2016/17 – widely distributed to tenants, staff and councillors during autumn 2017.
- Housing Strategy 2017-2020 approved.
- Charging private users of sewage treatment – 15% management fee to be charged on top of the amount charged for actual costs incurred.
- Communal cleaning – agreed the need for an enhanced service specification and service provision, with the appointment of two further members of cleaning staff.
- Compliance review – the Board received a report on an internal review of property and asset related compliance.
- Tenancy succession policy – a new tenancy succession policy was introduced, with an article raising tenants' awareness of the policy included in the Housing Matters magazine.
- Revision of the tenancy agreement – revisions were required to update the tenancy agreement and bring it into line with current practice and legislation.
- Tenancy fraud prevention – there was an amnesty throughout January 2018 to hand back keys. There was also an anonymous 24 hour service to report tenancy fraud.
- Rental exchange scheme – it was agreed that the Council should join this free, independent service provided by Experian, whereby social housing tenants were able to build a positive credit history to gain equal access to financial services.
- Rent deposit and bond scheme – amendments were made to the rent deposit and bond scheme to allow bonds to become lifetime bonds rather than fixed term. This was to ensure the scheme was up to date and fit for purpose.
- Quarterly monitoring reports – measuring performance across the housing service.
- HouseMark benchmarking report – housing costs and performance among peers was considered.