

## EXECUTIVE DECISION RECORD

### LEADER: COUNCILLOR MORGAN

ITEM TENANCY POLICY 2021-2025

#### The Decision

That the Leader approves the following:

1. that the Tenancy Policy 2021-2025, attached at Appendix 1 to the report of the Head of Landlord Services, be approved;
2. that delegated authority be given to the Head of Landlord Services, in consultation with the Cabinet Lead Member for Public Housing and the Head of Strategic and Private Sector Housing, to make minor amendments to the Tenancy Policy 2021-2025;
3. that the views of the Housing Management Advisory Board be noted.

#### Reasons

1. To update the Council's policy on its approach to (amongst other things) the type of tenancies it will grant, where tenancies are granted for a fixed term, the length of those terms, and the circumstances in which it will grant tenancies of a particular type.
2. To enable minor changes to the policy to be made to support the effective management of tenancies in a way that is consistent with the Council's Scheme of Delegation.
3. To acknowledge the work undertaken by and the views of the Housing Management Advisory Board.

#### Other Options Considered and Rejected

None

#### Conflicts of Interest Declared by the Decision-Maker

None

#### Dispensations

None

#### Implementation of Decision

Unless called in under Scrutiny Committee Procedure Rule 11.7, this decision will come into effect at noon on the fifth working day after it is published.

Approved: .....  .....

Date: ..... 17.09.21 .....

**Leader of the Council**

**Date of Publication:** 20.09.21

## REPORT

### Purpose of Report

To recommend to the Leader the decision set out above.

### Background

The background is set out in the report submitted to informal Cabinet on 16 September 2021 and the minutes of that meeting (see Cabinet Minute 24 2021/22), attached as an appendix.

### Policy Justification and Previous Decisions

As set out in the report submitted to informal Cabinet on 16 September 2021.

A Leader's Decision dated 30th July 2021 delegated all Executive functions and decision making to the Leader for a period of three months in accordance with Section 9E of the Local Government Act 2000.

Section 10.9 of Chapter 10 of the Council's Constitution requires that, where executive decisions are the responsibility of an individual member of the Cabinet, details of the decision (including any report) be published after the decision has been taken, as required by law.

### Implementation Timetable including Future Decisions and Scrutiny

The report submitted to informal Cabinet on 16 September 2021 on this matter was available for pre-decision scrutiny by the Scrutiny Commission on 13 September 2021.

Unless called in under Scrutiny Committee Procedure Rule 11.7, this decision will come into effect at noon on the fifth working day after it is published.

### Report Implications

The following implications have been identified for this report.

#### *Financial Implications*

As set out in the report submitted to informal Cabinet on 16 September 2021.

#### *Risk Management*

As set out in the report submitted to informal Cabinet on 16 September 2021.

### Appendices:

1. Report to Informal Cabinet 16 September 2021
2. Minutes of Informal Cabinet 16 September 2021 (Minute 24)

Key Decision:

Yes

Background Papers:

None

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**CABINET - 16TH SEPTEMBER 2021****Report of the Head of Landlord Services  
Lead Member: Councillor James Poland****Part A**ITEM 6      TENANCY POLICY 2021-2025Purpose of Report

To seek Cabinet approval for an updated Tenancy Policy to cover the period 2021-2025.

Recommendations

1. That the Tenancy Policy 2021-2025 attached at Appendix 1 be approved.
2. That delegated authority be given to the Head of Landlord Services in consultation with the Lead Member for Public Housing and the Head of Strategic and Private Sector Housing, to make minor amendments to the Tenancy Policy 2021-2025.

Reasons

1. To update the Council's policy on its approach to (amongst other things), the type of tenancies it will grant, where tenancies are granted for a fixed term, the length of those terms, and the circumstances in which it will grant tenancies of a particular type.
2. To enable minor changes to the policy to be made to support the effective management of tenancies in a way that is consistent with the Council's Scheme of Delegation.

Policy Justification and Previous Decisions

On 6th June 2013 Cabinet approved the Council's current Tenancy Policy. The policy is due for update.

On 17<sup>th</sup> January 2019 (Minute 76) Cabinet approved the Tenancy Strategy 2019-2024. The Strategy set out the strategic position of the Council with regards to the use of, review of, and ending of fixed term tenancies, mutual exchanges, and succession rights. The proposed updated Tenancy Policy 2021-2025 has regard to the Council's Tenancy Strategy.

Should it be approved by Cabinet, the policy will support compliance with the statutory requirements of local authority landlords under the *Home Standard* (Regulator of Social Housing 2015) which sets out that:

*Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.*

There are specific expectations that:

*Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out:*

- (a) The type of tenancies they will grant.*
- (b) Where they grant tenancies for a fixed term, the length of those terms.*
- (c) The circumstances in which they will grant tenancies of a particular type.*
- (d) Any exceptional circumstances in which they will grant fixed term tenancies for a term of less than five years in general needs housing following any probationary period.*
- (e) The circumstances in which they may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property.*
- (f) The way in which a tenant or prospective tenant may appeal against or complain about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.*
- (g) Their policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability.*
- (h) The advice and assistance they will give to tenants on finding alternative accommodation in the event that they decide not to grant another tenancy.*
- (i) Their policy on granting discretionary succession rights, taking account of the needs of vulnerable household members.*

The policy will contribute positively towards the Council's Corporate Strategy 2020-24 theme "Healthy Communities". The Strategy states that:

*We will continue to work with partners to make our towns and villages safer places to live, work and visit.... We are passionate about improving housing in the social and private sector and helping those in need of accommodation....*

The policy will support delivery of the following 2021/2022 Corporate Delivery Plan actions / measurable success criteria:

- *Development of a revised Tenancy Policy*

- *Final Policy approved and published by March 2022*

### Implementation Timetable including Future Decisions and Scrutiny

Subject to call in and Cabinet approval, it is expected the policy will be implemented by March 2022.

### Report Implications

The following implications have been identified for this report.

#### *Financial Implications*

None identified. It is expected that additional administration brought about through the targeted introduction of flexible tenancies will be accommodated within existing resources.

#### *Risk Management*

The risks associated with the decision Cabinet is asked to make and proposed actions to mitigate those risks are set out in the table below.

Risk Identified	Likelihood	Impact	Overall Risk	Risk Management Actions Planned
Loss of rental income as current tenancy rent arrears and court orders do not transfer to new tenancies created after a fixed tenancy ends. Rent arrears will become former.	Likely (3)	Serious (2)	Moderate (6)	Legal review of tenancy agreement to check all relevant clauses that support income recovery are included.  Scope of flexible tenancies is limited.  Use and review of existing procedures for current and former rent arrears recovery.

## *Crime and Disorder*

Prospective tenants with a history of Anti-Social Behaviour (ASB) will be offered a flexible tenancy of 2 years and will be subject to an enhanced tenancy management regime designed to support them in their tenancy. The Council will be provided with an opportunity to not issue a new tenancy at the end of the fixed term tenancy period if serious ASB occurs. The policy will therefore positively contribute toward the effective management of ASB and consequently compliance with the Council's responsibilities under Section 17 of the Crime and Disorder Act (1998) to undertake reasonable action to improve community safety in the Borough.

## *Equality and Diversity*

Through the policy (if approved), the Council will meet its responsibilities in relation to equality and diversity. An Equality Impact Assessment has been completed and can be found at Appendix 2.

Large households and those needing wheelchair accessible accommodation will receive a ten-year fixed term tenancy rather than a lifetime tenancy. The issue of a ten-year tenancy is a less favourable term than currently offered and therefore some negative impact arises, however the length of the tenancy does provide a reasonable degree of stability. A package of support for households that need to move will be provided, and specific consideration will be given to household vulnerability when considering whether to offer a new tenancy at the same address at the end of a flexible tenancy period. These actions will mitigate the potential adverse impact on affected groups. The need for a wheelchair accessible property will continue to be met where justified.

The policy supports the targeting of scarce resources where they are needed, with the objective of meeting the needs of large households and those that need wheelchair accessible accommodation more quickly. There are 130 four bed plus properties and fifty wheelchair accessible properties in the stock.

Key Decision: Yes

Background Papers: None

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## Part B

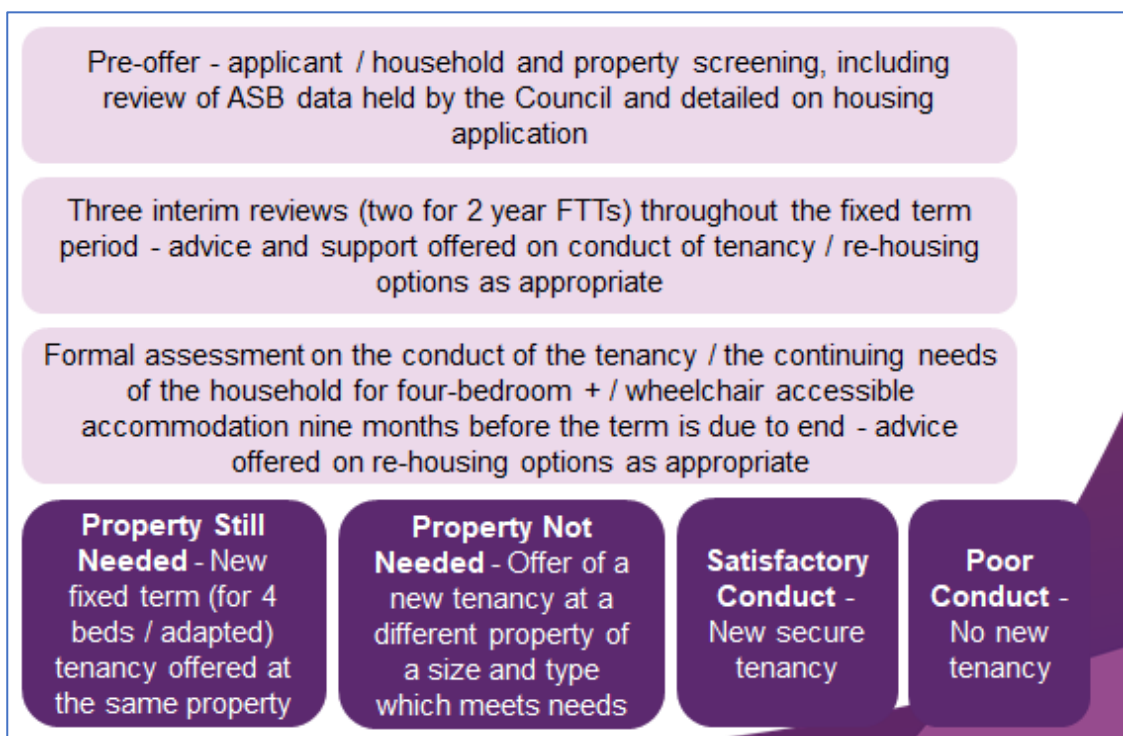
### 1. Succession

- 1.1 It is considered appropriate that the Council continues to offer discretionary succession rights. There is no change in its policy position in this respect. This means that a wide range of family members are able to succeed to a tenancy on the death of a secure tenant, include spouses, partners, civil partners, parents, grandparents, children, grandchildren, aunts, uncles, siblings, nieces, nephews including step relations, illegitimate children, and adopted children.
- 1.2 This approach will support:
- Consistency in the approach to succession for pre and post April 2012 (the Localism Act 2011 reduced the scope of people that could succeed) tenancies as far as legally possible.
  - The meeting of the needs of vulnerable household members; for example, adult disabled children, by providing a succession right.
  - Reduction in void loss and costs associated with re-housing family members that do not under occupy the property.
- 1.3 The position will remain that succession can only happen once, and where discretionary succession rights are conferred, successors must have occupied the property for at least twelve months before the death of the tenant.
- 1.4 There are likely other reasonably foreseeable, although likely very exceptional cases involving vulnerable household members. A carer may have given up their home to care for the deceased person, or perhaps there is someone who has accepted responsibility for any dependants of the tenant and needs to live with them to do so.
- 1.5 If the household member is deemed eligible and qualifies for an allocation of accommodation under the Council's Housing Allocation Policy, they would be able to join the Housing Register. Whilst there is no automatic right of an allocation to the property in question or any other property inferred, the Council will consider the individual circumstances of each case and will seek to make the best use of its available social housing stock.
- 1.6 The law provides a mechanism to support the Council to make the best use of its stock. If the successor is not a spouse or civil partner, and the property is under-occupied then, where reasonable to do so, the Council can seek possession of the dwelling under Ground 15A of the Housing Act, considering:
- (a) *the age of the tenant,*
  - (b) *the period (if any) during which the tenant has occupied the dwelling-house as the tenant's only or principal home, and*
  - (c) *any financial or other support given by the tenant to the previous tenant.*
- 1.7 This activity forms part of the Council's existing approach, and no change to this position is proposed. Where possession is sought on Ground 15A or

where there is no right to succession the Council will provide housing options advice and assistance to household members.

## 2. Flexible Tenancies

- 2.1 The new policy introduces the targeted use of fixed-term tenancies to support the prevention of anti-social behaviour, and to make best use of the Council's housing stock.
- 2.2 Under this model prospective tenants with a history of serious ASB will be offered a fixed term tenancy of two years, which will commence following the initial 12 (or 18) month introductory tenancy period. Before the end of the fixed term tenancy period, the conduct of the tenancy will be reviewed and if there is a serious breach of tenancy, no new tenancy will be issued at the end of the period. If the conduct has been satisfactory then a new secure tenancy will be offered.
- 2.3 Prospective tenants of high demand general needs 4 bed plus (130 properties in the stock) and wheelchair accessible properties (53 properties in the stock) will be offered 10-year fixed term tenancies in addition to the introductory tenancy period. If the property becomes under-occupied or the adaptation is no longer needed, then the tenant/s will be supported to move, and the tenancy will not be renewed at the end of the period.
- 2.4 The planned high-level procedure is set out below.



- 2.5 If tenants do not comply with the process, no new tenancy will be issued.

- 2.6 The individual circumstances of each case will be considered when deciding whether to grant a new tenancy at the same address. Factors including age, disability or illness will be considered, along with consideration in respect of:
- Care, support, and health needs of the tenant, including access to local support networks, family members, and services which the tenant reasonably relies upon.
  - Whether a move would require any children permanently residing in the property to change school.
  - Where someone in the household is in work or training and a move would put this at risk if the only available options made travel too difficult.
  - Significant factors contributing to the tenant being unable to comply with the requirements of the policy. For example, serious illness preventing a move.
- 2.7 Given the aim is to make best use of housing stock, there will be a mechanism in place to award tenants a sufficient degree of priority on the housing register to facilitate a move where appropriate.
- If at review visit (or at any other time in the tenancy), it is identified that a 4+ bed / adapted property no longer meets needs the tenant will be asked to complete a housing application and start bidding. They will be given band 2 priority.
  - If the tenant is in year 9 and the property no longer meets needs, suitable properties will be matched to tenants by the Allocations Team.
  - A moving package will be offered - to support tenants to both move and engage with the process.

### 3. Policy Development

- 3.1 The Policy has been considered by the Charnwood Housing Residents' Forum at its meeting on 11<sup>th</sup> May 2021, and by the Housing Management Advisory Board at its meeting on 12<sup>th</sup> May 2021. The latter noted the report, suggesting no amendments to the Policy.

### Appendices

- Appendix 1 - Tenancy Policy 2021-2025
- Appendix 2 - Equality Impact Assessment

**Charnwood Borough Council**

**Landlord Services**

**TENANCY POLICY**

**PART A: INTRODUCTION, OBJECTIVES AND SCOPE**

**1. Introduction and executive summary**

1.1 The council owns approximately 5,500 homes. The basis of the contractual relationship between the council and the tenant is a tenancy agreement. The tenancy agreement creates a legal relationship between the two parties – a tenancy. The tenancy created has its legal foundation in statute.

1.2 There are a number of different types of tenancy that the council has the power to create.

1.3 This policy sets out the council's position with respect to the following elements:

- (i) The type of tenancy offered to a new Charnwood Borough Council tenant and the criteria taken into account when deciding which type of tenancy to offer;
- (ii) Changes to the type of tenancy made to an existing tenant and the criteria taken into account when deciding to change the tenancy type for an existing tenant;
- (iii) Circumstances where an introductory tenancy will be extended by an additional six months;
- (iv) Circumstances where a flexible tenancy will be renewed and where it will not be renewed;
- (v) The granting of succession rights;
- (vi) The granting of joint tenancies to existing sole tenants and the circumstances in which joint tenancies will be granted;
- (vii) The changing of a joint tenancy into a sole tenancy;
- (viii) The process by which mutual exchanges are carried out.

**2. Objectives of this policy**

The objectives of this policy are:

- to grant the correct tenancy in compliance with the law;

- to grant tenancies in accordance with the Home Standard, our tenancy strategy and allocations policy and in order to make best use of the council's stock of homes;
- to prevent anti-social behaviour;
- to grant the most appropriate tenancy where discretion exists;
- to grant tenancies and successions, where discretion exists, without discrimination as to anyone's protected characteristics;
- to enable tenants to carry out mutual exchanges in accordance with statutory requirements and powers;
- to enable rigorous operational procedures to be created, where required, in order to implement this policy.

### 3. Scope of this policy

This policy applies to everyone who is eligible to be housed by us, including those already holding council tenancies.

## PART B: POLICY STATEMENTS

### 4. New tenants

- 4.1 We will provide all tenants and licensees with a written statement of the terms and conditions of their tenancy or licence.
- 4.2 Other than for variations in rent and service charge, we will consult existing introductory, secure, and flexible tenants in accordance with S.103 of the Housing Act 1985 if we wish to change the terms and conditions of their tenancy.
- 4.3 Subject to the exceptions set out below we will offer a **periodic secure tenancy** as defined by the Housing Act 1985 (as amended) to prospective tenants. This tenancy is not time-limited and may only be terminated on the grounds set out in the relevant legislation and if judged reasonable by the court.
- 4.4 The exceptions to 4.1 above are as follows:
  - (i) With the exception of tenants transferring within the council or from another registered provider, who are already secure or assured tenants and where there is no break in the tenancy, all new tenants, other than those covered by subsequent exceptions below, will be offered a **periodic introductory tenancy**. An introductory tenant does not enjoy

certain rights<sup>1</sup> that a secure tenant has, such as the right to buy, the right to exchange or the right to take in lodgers. An introductory tenancy will last for twelve months unless extended for an additional six months. An introductory tenant will have the right to a review of the decision to extend their introductory tenancy. At the end of the twelve or eighteen-month period it will automatically convert to a full secure tenancy unless possession proceedings have begun or unless it will be a flexible tenancy as defined in 4.4 (iii) below. Because the court has no discretion in determining whether or not to grant a possession order if one is applied for, an introductory tenant has the right to a review of a decision to terminate their tenancy<sup>2</sup>. Operational procedures will provide for a suitable appeals/review process that will enable the tenant to challenge a decision to terminate or extend their introductory tenancy.

- (ii) Because minors have a limited capacity to enter into a legally-binding contract we will grant suitably-amended agreements to people between the ages of sixteen and eighteen that provide the most appropriate mechanism, including requiring a guarantor, to safeguard the council's position to enforce its licence conditions and for the minor to exercise their statutory rights;
- (iii) Subject to 4.4 (i) and (ii) above and after serving written notice that it will be such, we will grant an **introductory tenancy that will become a flexible secure tenancy** of two years' duration once the initial introductory period has expired to those who have a history of serious anti-social behaviour and serious criminal convictions that would constitute a breach of tenancy conditions;
- (iv) Subject to 4.4 (i) and (ii) above and after serving written notice that it will be such, we will grant an **introductory tenancy that will become a flexible tenancy** of ten years' duration where:
  - the property to be offered has four or more bedrooms; or
  - the property to be offered is wheelchair accessible. This will not apply to housing designated as sheltered.
- (v) If the prospective new tenant has terminated a secure or assured tenancy because of their fleeing domestic abuse we will grant an introductory or secure tenancy and **not** a flexible tenancy even if the criteria for granting a flexible tenancy as set out in 4.4 (iii) and (iv) above apply.
- (vi) We will grant **licences** for lettings where there is not exclusive possession of a dwelling or part of a dwelling;
- (vii) We will grant **non-secure tenancies or licences** when letting property in respect of our discharging our homelessness or homelessness prevention duties;

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<sup>1</sup> Housing Act 1996 as amended

<sup>2</sup> By service of a notice of possession proceedings

(viii) We will grant **licences** or other appropriate forms of occupation agreements of dwellings into which an existing tenant moves temporarily because they cannot remain in their permanent home for reasons including:

- (a) planned major repairs or improvements; or
- (b) fire, flood, storm or similar events.

## 5. Existing tenancies

5.1 We will provide all new tenants with a written tenancy agreement. This sets out the rights and obligations of both the council as landlord and the tenant.

5.2 We will, where requested or the need identified, provide alternative formats of the tenancy agreement. Examples of this include but are not restricted to, audio versions, translations into foreign languages, pictorially-based agreements or large-print versions.

5.2 Other than in the circumstances listed below and an introductory tenancy automatically becoming a secure tenancy after the expiry of its initial or extended term, all tenancies or licences will remain as granted unless terminated by the tenant or licensee or by us through an appropriate legal process. Exceptions to this will be:

(i) We may **extend an introductory tenancy** in the following circumstances:

- Where there are or have been persistent rent arrears on the account for a significant period during the introductory tenancy and where agreements to clear have either not been made or have failed on one or more occasions;
- Where there have accumulated significant rent arrears even if an agreement to clear has been made and is being adhered to;
- Where a notice of possession proceedings has been served but no possession proceedings have actually been started;
- Where there have been any other significant or persistent breaches of tenancy, including (but not restricted to) anti-social behaviour, harassment, and failure to grant access

In such cases the introductory tenancy will be extended by six months. Unless terminated earlier or where possession proceedings have begun once this six-month term expires the tenancy will automatically become a secure tenancy.

(ii) As an alternative to eviction we may apply for a secure tenant to be given a **demoted tenancy** through a demotion order granted by the

court on the grounds of anti-social behaviour or using the premises for unlawful purposes. A demoted tenancy is effectively an introductory tenancy, with similarly-restricted rights and mandatory possession powers and which will revert automatically to a secure tenancy after twelve months unless terminated or rescinded by an order of the court;

- (iii) We may grant a **family intervention tenancy** under S.297 of the Housing and Regeneration Act 2008 (as amended) if a secure or introductory tenant agrees to it. This will follow breaches of tenancy through anti-social behaviour where the tenant is likely to be evicted. Family intervention tenancies will only be offered if the tenant is to be transferred to alternative dispersed or purpose-built accommodation and will last normally for two years or less. We may terminate a family intervention tenancy through offering an introductory tenancy back into 'mainstream' housing or by serving notice to quit after having served notice of intent and having fulfilled our obligations to offer a review process of that notice of intent to terminate the tenancy;
- (iv) We will grant an **introductory or an introductory flexible tenancy** to someone who has been housed temporarily by us under homelessness legislation and who has been offered a permanent home as a result of their status as having been determined as unintentionally homeless.

## 6. Flexible tenancy agreements

- 6.1 Our flexible tenancy agreement will be compliant with all applicable statutory, legal and regulatory requirements, including provisions for:
- length of the flexible tenancy;
  - terms for setting the rent, which will be in line with our rent-setting policy for standard introductory and secure tenancies, including terms for the annual review of the rent charged;
  - terms allowing for the flexible tenant to terminate the tenancy unilaterally by giving four weeks' notice in writing;
  - terms allowing for forfeiture of the flexible tenancy before the end of its term;
  - terms allowing for our being able to seek possession of the property on the normal statutory possession process that applies to introductory and secure tenancies and that all relevant and statutory grounds can be relied upon before the fixed term expires.
- 6.2 Subject to specific terms referred to in 6.1 above, all other terms of a flexible tenancy will be identical to our standard introductory and secure tenancy agreement.



- 7. Grants, reviews, renewals, and non-renewals of flexible secure tenancies**
- 7.1 The recommendation to grant a flexible tenancy will arise as a result of rigorous enquiries as to the tenancy history of the applicant both in respect of former council tenancies and former tenancies with other landlords. If those enquiries conclude that any of the criteria set out in 4.4 (iii) and (iv) above are satisfied, a introductory flexible tenancy will be offered.
- 7.2 If a flexible tenancy is to be offered it will be accompanied by an offer letter than states explicitly that a flexible tenancy is to be given once the initial introductory tenancy has expired, together with the two or ten-year length of that tenancy and the terms of that flexible tenancy<sup>3</sup>.
- 7.3 In terms of flexible tenancies granted under 4.4 (iii) above [serious ASB; criminal convictions] a review of the conduct of the flexible tenancy must be made no later than nine months before the expiry of the flexible tenancy. Options will be to:
- (i) renew the tenancy with a further flexible tenancy, which may be a further two-year term or, if the officer is satisfied that the tenant's conduct has been such, a further flexible tenancy of five years' duration;
  - (ii) offer a full secure tenancy;
  - (iii) not renew the tenancy and terminate it if serious ASB has occurred during the term of the flexible tenancy agreement and possession is considered to be appropriate.
- 7.4 In terms of flexible tenancies granted under 4.4 (iv) above a review of the flexible tenancy must be made no later than nine months before the expiry of the flexible tenancy. That review will address the continuing need of the tenant and or his or her household to occupy the property for the reasons why they were housed in that property originally, be that the continuing need for four (or more) bedrooms or the wheelchair-adapted property. Options will be to:
- (i) renew the tenancy with a further flexible tenancy, of a further ten-year term;
  - (ii) not renew the tenancy and terminate it but only if and when an offer of suitable alternative accommodation is made.
- 7.4 If tenants do not comply with the Council's fixed term tenancy review process, notice will be served of our intention not to renew the tenancy.
- 7.5 The individual circumstances of each case will be considered when making a decision to not grant a new tenancy at the same address. Factors including age, disability or illness will be considered, along with consideration in respect of:

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<sup>3</sup> S.137A Housing Act 1996

- Care, support, and health needs of the tenant including access to local support networks, family members and services which the tenant reasonably relies upon.
- Whether a move would require any children permanently residing in the property to change school.
- Where someone in the household is in work or training which a move would put at risk if the only available options made travel too difficult.
- Significant mitigating factors contributing to the tenant being unable to comply with the requirements of the policy.

7.6 If the decision is to not renew the tenancy, we will give at least six months' notice to the tenant of our intention not to renew the tenancy. We will inform the tenant of their right to appeal against the decision not to renew and to request a review of that decision. Such appeals have to be made within twenty-one days of serving the notice not to renew. If the decision not to renew is upheld by any review or if no review is requested, no less than two months' notice will be given to terminate the tenancy, such notice to be served on or before the expiry date of the tenancy. Where a flexible tenancy ends and a decision has been made not to grant another tenancy, the council's housing needs team will provide advice and assistance<sup>4</sup>

7.7 Where the property has been let on a flexible basis due to it comprising four (or more) beds or more / being wheelchair-adapted and the Council has decided not to renew the tenancy due to it not meeting needs, or the property no longer meets needs prior to that, the Council will provide reasonable support to the tenant to move to an alternative property. Subject to a completed housing application, the tenant will be provided an appropriate level of priority on the Council's transfer list, and where appropriate, will be direct matched to accommodation that better meets needs.

7.7 If notice is served to terminate a flexible tenancy we will apply to the court for a possession order. A court must make such an order provided we have complied with all requirements set out in legislation and regulation.

7.8 Specific procedures will be developed in order to manage flexible tenancies as set out in 4.4 (iii), (iv) and all preceding paragraphs in this section [6].

## **8. Succession**

8.1 Succession rights exist for secure, introductory, flexible, and demoted tenants only but the legal framework surrounding succession differs dependent upon whether the tenancy was granted before 1 April 2012 or after. References below to 'statutory succession' mean succession rights that are enshrined in the Housing Acts 1985 and 1996 as amended.

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<sup>4</sup> Part C: Other provisions, section 12: Advice and support.

8.2 Anyone succeeding to a tenancy will take on that same tenancy, for example, someone succeeding to a deceased person who held an introductory tenancy will succeed as an introductory tenant.

### **8.3 Tenancies granted before 1 April 2012:**

8.3.1 A person has the legal (statutory) right to succeed to a tenancy if, upon the tenant's death:

- (a) the deceased tenant was not a successor himself/herself; and
- (b) he/she was living in the property as his/her sole or main home at the time of the tenant's death and was the tenant's spouse of civil partner; or
- (c) he/she had been living in the property for twelve months or more immediately prior to the tenant's death and was:
  - a person living with the deceased tenant as if they were spouses or civil partners;
  - children;
  - a parent or grandparent;
  - a grandchild;
  - a niece or nephew;
  - an aunt or uncle;
  - a brother or sister;
  - step-relations and half-relations of the above;
  - illegitimate children and adopted children

8.3.2 If a succession is granted and the qualifying person is not a spouse or civil partner and is under-occupying the property we will offer suitable alternative property and seek re-possession of the deceased tenant's property on ground 15A of schedule 2 of the Housing Act 1985.

### **8.4 Tenancies created on or after 1 April 2012:**

8.4.1 A person has the legal (statutory) right to succeed to a tenancy if, upon the tenant's death:

- (a) the deceased tenant was not a successor himself/herself; and
- (b) he/she was living in the property as his/her sole or main home at the time of the tenant's death and was the tenant's spouse of civil partner or was living with the deceased tenant as if they were spouses or civil partners;

8.4.2 We will also confer succession rights also to someone who had been living in the property for twelve months or more immediately prior to the tenant's death and was:

- a parent or grandparent;
- children;

- a grandchild;
- a niece or nephew;
- an aunt or uncle;
- a brother or sister;
- step-relations and half-relations of the above;
- illegitimate children and adopted children

8.4.3 If a succession is granted and the qualifying person is not a spouse or civil partner or not living together as spouses or civil partners and are under-occupying the property we will offer suitable alternative property and seek re-possession of the deceased tenant's property on ground 15A of schedule 2 of the Housing Act 1985.

## **8.5 For all tenancies**

8.5.1 A successor will succeed to the same type of tenancy that the deceased tenant held.

8.5.2 If the successor is under eighteen years of age, the successor tenancy will be in accordance with section 4.2 (ii) above.

8.5.3 Where there is more than one qualifying person to succeed, statutory succession rights under 8.3 and 8.4 above will take precedence; but, otherwise, qualifying persons must agree among themselves who is to succeed: there will be no joint succession. If the qualifying persons are unable to agree, we will choose the successor.

8.5.4 Where succession does not exist or where non-statutory succession exists but the successor and his or her household would be under occupying the property, if the household member is deemed eligible and qualifies for an allocation of accommodation under the council's housing allocations policy he or she would be able to join the housing register. While there is no automatic right of an allocation to the property in question or any other property implied, the council will consider the individual circumstances of each case, including the needs of household members who are vulnerable by reason of age, disability or illness, and households with children and will seek to make the best use of its available social housing stock.

## **9. Joint tenancies**

9.1 We will grant joint tenancies if the person wishing to become the joint tenant is the sole tenant's spouse or civil partner or is living with the tenant as if they were spouses or civil partners **and** provided that they are living in the property as their sole or main residence at the time of applying **and** that they would qualify for housing under our allocations policy were they to apply in their sole name.

9.2 We will refuse to grant joint tenancies to existing sole tenants if:

- the would-be joint tenant has not been living with the sole tenant in the property as their sole or main residence for a period of less than twelve months immediately prior to the request;
- the existing tenant has an undischarged possession order;
- the existing tenant is an introductory, demoted non-secure or family intervention tenant;
- the existing tenant has a live notice of seeking possession in force or a notice to quit in force or expired;
- the applicant holds a tenancy of another property;
- the existing or applying tenant has been convicted of an offence that constitutes a breach of their tenancy.

9.3 We may refuse to grant joint tenancies to existing sole tenants if :

- there is sufficient doubt about the relationship being genuine;
- the applicant is an owner occupier;
- there are outstanding rent arrears;
- there are other existing breaches of tenancy, such as anti-social behaviour, but where no legal action has been undertaken;
- there is a limiting covenant on the tenancy, for example, where the sole tenant has signed a declaration to give up an adapted property when it was no longer needed;
- if the applicant is someone from whom the sole tenant had previously suffered or fled domestic abuse or with whom the sole tenant had a previous joint tenancy dissolved by a 'McGrady'<sup>5</sup> notice.

9.4 In all cases, the granting of a joint tenancy will be by way of granting an entirely new tenancy. If the existing sole tenant holds a flexible tenancy the new joint tenancy granted will also be a flexible tenancy with its expiry date identical to the existing sole flexible tenancy.

## 10. Sole tenancies from joint tenancies

10.1 If one party to a joint tenancy dies, that tenancy will be subject to succession rules as laid out in section 6. If the surviving joint tenant has statutory or discretionary succession rights, the joint tenancy will become a sole tenancy through succession.

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<sup>5</sup> A 'McGrady notice is a notice to quit/tenancy termination notice' that has been served by one party to a joint tenancy but which has the effect of binding both joint tenants to terminate the tenancy. *Greenwich LBC v McGrady* 1982

- 10.2 If one party to a joint tenancy wishes to renounce their interest in the tenancy, they may do so provided that the other party to the joint tenancy is in agreement. Our agreement as landlord will also be required.
- 10.3 All joint to sole tenancies will be by way of an assignment of the existing tenancy from joint names to the remaining tenant's sole name. This can be done either through a deed of assignment or a deed of release. Both parties must sign the deed.
- 10.4 We will refuse to agree to an assignment under this section if:
- we believe that it is not in the remaining tenant's interest to become a sole tenant;
  - there is an undischarged possession order in both joint tenants' names;
  - we believe that the remaining tenant is being coerced into agreeing to become a sole tenant against their will;
  - if the departing tenant is being coerced against their will into renouncing their interest in the joint tenancy by the remaining tenant or some other person.

## **11. Mutual exchanges**

- 11.1 A mutual exchange takes place when two, or more tenants swap their homes.
- 11.2 When a mutual exchange takes place between two or more secure or assured tenants no new tenancies are created. The parties involved take an assignment of the existing tenancies.
- 11.3 When a mutual exchange takes place between a secure or assured tenant whose tenancy was granted before 1 April 2012 and a tenant holding a fixed-term or flexible tenancy or an assured shorthold tenancy the mutual exchange has to be carried out by surrender and granting of new tenancies so that the secure or assured tenant retains a 'lifetime' tenancy. If the incoming tenant is an existing flexible tenant, then we will grant either a secure or a flexible tenancy in accordance with section 4.4 (iii) & (iv) of this policy.
- 11.4 When a mutual exchange takes place between a secure or assured tenant whose tenancy was granted on or after 1 April 2012 and a tenant holding a fixed-term or flexible tenancy the mutual exchange will be carried out by assignment and the secure or assured tenant will inherit a flexible, fixed-term tenancy.
- 11.5 Eligibility to carry out a mutual exchange is determined and governed by section 92 and schedule 3 of the Housing Act 1985.
- 11.6 If one of our tenants is eligible to do a mutual exchange they may exchange with any other secure tenant, an assured tenant or a flexible tenant of a

registered social landlord (for example a housing association, a housing trust which is a charity or a private registered provider of social housing)

11.7 If we receive an application from one of our tenants to carry out a mutual exchange, we will let them know whether or not they are eligible to exchange no later than 42 days after the date of the tenant's application. This may be a conditional decision . During that time we will have:

- undertaken an inspection of the condition of our property and carried out gas and electrical safety checks;
- provided a reference of our tenant to their would-be new landlord;
- received a reference for the incoming tenant.

11.8 The following tenants do not have the right to do a mutual exchange:

- Introductory tenants;
- Non-secure tenants;
- Demoted tenants;
- Family intervention tenants;
- Licensees.

11.9 For mutual exchanges carried out by assignment (i.e. exchanges not involving a secure tenancy granted before 1 April 2012 and a flexible tenancy), we may refuse to allow a mutual exchange<sup>6</sup> to take place if any of the exchanging tenants:

- have an undischarged possession order;
- are subject to possession or demotion or injunction proceedings, including having served on them a notice of seeking possession on both absolute or discretionary grounds;
- our property/properties is/are subject to a closure order;
- have an injunction against anti-social behaviour in place

11.10 We may also refuse to allow a mutual exchange<sup>3</sup> to take place if:

- the size of our property is larger by more than one bedroom than the needs are of the incoming tenant;
- the size of our property is such that the incoming tenants will be overcrowding it and would not be offered the property were they to have applied for housing through our allocations policy;

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<sup>6</sup> Sch 3 Housing Act 1985

- the property has been adapted significantly to make it suitable for occupation by a physically disabled person and if the exchange were to take place those adaptations would no longer be required;
- the property is designated sheltered or supported accommodation or is let to people with special needs or and if the exchange were to take place there would be no-one living in the property who fulfilled the criteria to live there.

11.11 If someone is eligible to do a mutual exchange but is in breach of his or her tenancy, including being in rent arrears but without there having been any legal action begun, we may delay the date of assignment until that breach has been remedied.

11.12 For mutual exchanges involving a secure tenancy granted before 1 April 2012 and a flexible tenancy we will only refuse consent on one or more of the grounds set out in schedule 14 of the Localism Act 2011, which includes all grounds set out in schedule 3 of the Housing Act 1985, plus if:

- the tenant is in rent arrears; or
- the tenant is otherwise in breach of any term of the tenancy.

11.13 We will subscribe to an internet-based mutual exchange service allowing a tenant to:

- register an interest in arranging a mutual exchange through the service without paying a fee;
- enter their current property details and their requirements for the exchange they wish to have;
- to be provided with the details of those properties matched to their requirements.

## **PART C: OTHER PROVISIONS**

### **12. Advice and support**

We recognise that many of our tenants are vulnerable and could be disadvantaged in exercising their rights under this policy.

We will offer advice and support to tenants if requested and/or if support needs are identified by us or we will direct them to other organisations for more specialised advice if we are not in a position to offer it. The Council has a distinct Tenancy Support Policy.



### **13. Tenancy fraud**

- 13.1 Charnwood Borough Council has a limited number of homes that are available to let and all lettings are prioritised according to housing need and the council's duty to house certain vulnerable members of society (for example, children).
- 13.2 The council has an active involvement in the National Fraud Initiative and is committed to preventing, detecting, and investigating all types of fraud. Tenancy fraud deprives families of homes and we will take action where fraud is found.
- 13.3 Tenancy fraud includes:
- Subletting a property without the landlord's permission for personal gain;
  - Providing false information on your application for housing, for example:
  - Claiming to have children when you don't;
  - Claiming to be homeless when you already own a property.
- 13.4 The council responds swiftly to all reports of unoccupied/abandoned and sublet properties. We encourage staff and tenants to report any suspected incidents of tenancy fraud and we work jointly with housing benefit and DWP fraud investigators as necessary. We take copies of photographic identification (for example, a passport or driving licence) of all homeseekers. Where photographic identification is not available, we may take a photograph of each new tenant(s) as part of our lettings process.
- 13.5 If tenants are found to be committing housing fraud, they could:
- lose their tenancy;
  - lose their right to council housing in the future;
  - be fined or sent to prison depending on how serious the fraud is.
- 13.6 The Council will seek to prevent the loss of its stock from fraudulent Right to Buy applications through a series of rigorous checks.

### **14. Training**

- 14.1 Suitable training on this policy will be given to members of staff whose job either directly or indirectly is affected by this policy.
- 14.2 Refresher training on this policy at appropriate intervals will also be given or if the policy is changed materially.

## **15. Equality and diversity**

We aim to ensure that all our policies are fair and transparent and have been impact-assessed according to our procedures and in accordance with legal requirements.

## **16. Responsibility**

The relevant head of service is responsible for the effective implementation of this policy and may delegate amendments to it arising out of changes in legislation or regulation to the head of landlord services.

## **17. Monitoring and review**

This policy will be reviewed every four years or sooner if required through legislative or regulatory changes.

## **18. Other external and internal influences on this policy**

18.1 This policy has been written and should be implemented in conjunction with the following documents:

- Conditions of Tenancy
- Tenancy strategy;
- Allocations policy;
- Tenancy Support Policy
- Adaptations policy;
- Housing income and financial inclusion policy;
- Anti-social behaviour policy;
- Equality and diversity policy;

18.2 This policy has been written and should be implemented in conjunction with the following Acts including, but not limited to:

- Housing Act 1985;
- Housing Act 1996;
- Localism Act 2011;
- Anti-Social Behaviour Act 2003;
- Anti-Social Behaviour, Crime and Policing Act 2014
- Civil Partnership Act 2004
- Housing and Regeneration Act 2004;
- Housing and Planning Act 2016;
- Equality Act 2010;
- Homelessness Act 2002;
- Homelessness Reduction Act 2017.

## **19. Policy summary**

In addition to this policy being publicly available we will also produce a summary of it in an easy-to-read format.

## Appendix 2 - Equality Impact Assessment

### **Charnwood Borough Council**

#### **Equality impact assessment 'Knowing the needs of your customers and employees'**

##### **Background**

An equality impact assessment is an improvement tool. It will assist you in ensuring that you have thought about the needs and impacts of your service/policy/function in relation to the protected characteristics. It enables a systematic approach to identifying and recording gaps and actions.

##### **Legislation- equality duty**

As a local authority that provides services to the public Charnwood Borough council has a legal responsibility to ensure that we can demonstrate having paid due regard to the need to:

- Eliminate discrimination, harassment and victimisation
- Advance equality of opportunity
- Foster good relations

For the following protected characteristics:

1. Age
2. Disability
3. Gender reassignment
4. Marriage and civil partnership
5. Pregnancy and maternity
6. Race
7. Religion or belief
8. Sex
9. Sexual orientation

What is prohibited?

1. Direct discrimination
2. Indirect discrimination
3. Harassment
4. Victimisation
5. Discrimination by association
6. Discrimination by perception
7. Pregnancy and maternity discrimination
8. Discrimination arising from disability
9. Failing to make reasonable adjustments

## Step 1 – Introductory information

<b>Title of the policy</b>	Tenancy Policy
<b>Name of lead officer and others undertaking this assessment</b>	Andrew Staton and Peter Oliver
<b>Date EIA started</b>	April 2019
<b>Date EIA completed</b>	July 2021

## Step 2 – Overview of policy/function being assessed:

Outline: What is the purpose of this policy? (Specify aims and objectives)
<p>The objectives of this policy are:</p> <ul style="list-style-type: none"><li>• to grant the correct tenancy in compliance with the law;</li><li>• to grant tenancies in accordance with the Home Standard, our Tenancy Strategy and allocations policy, and to make best use of the council's stock of homes;</li><li>• to prevent anti-social behaviour;</li><li>• to grant the most appropriate tenancy where discretion exists;</li><li>• to grant tenancies and successions, where discretion exists, without discrimination as to anyone's protected characteristics;</li><li>• to enable tenants to carry out mutual exchanges in accordance with statutory requirements and powers;</li><li>• to enable rigorous operational procedures to be created, where required, in order to implement this policy.</li></ul>
What specific group/s is the policy designed to affect and what is the intended change or outcome for them?
<p>All current and future tenants of council-owned dwellings. The substantive changes to the existing policy position are as follows:</p> <p>Prospective tenants with a history of serious ASB will be offered a flexible tenancy of 2 years and will be subject to an enhanced tenancy management regime designed to support them in their tenancy. This will provide the Council with an opportunity to not issue a new tenancy at the end of the fixed term tenancy period.</p> <p>Prospective tenants of 4 bed + / wheelchair accessible properties will be offered 10-year tenancies and will be supported to move to alternative accommodation if they no longer need the property. It is expected that housing need for 4 bed + / wheelchair accessible properties will be met faster. The Council will be provided with an opportunity to not issue a new tenancy at the same property at the end of the fixed term tenancy period.</p>

Which groups have been consulted as part of the creation or review of the policy?
<ul style="list-style-type: none"> <li>• Charnwood Housing Residents Forum (CHRF)</li> <li>• Housing Management Advisory Board</li> </ul>

■ **Step 3 – What we already know and where there are gaps**



<p>List any existing information/data do you have/monitor about different diverse groups in relation to this policy? Such as in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy &amp; maternity, race, religion or belief, sex, sexual orientation etc.</p> <p>Data/information such as:</p> <ul style="list-style-type: none"> <li>▪ Consultation</li> <li>▪ Previous equality impact assessments</li> <li>▪ Demographic information</li> <li>▪ Anecdotal and other evidence</li> </ul>
<p>A range of diversity information is available from our records and held in QL (our housing management system) for all those customers receiving or potentially receiving [applicants] housing management services. This includes information on age, gender, ethnicity, sexual orientation, and disability. The range of information is limited in relation to certain characteristics (e.g. sexual orientation). Lettings and property type information is available.</p>
<p>What does this information / data tell you about diverse group? If you do not hold or have access to any data/information on diverse groups, what do you need to begin collating / monitoring? (Please list)</p>
<p>This information enables support to be directed to the most vulnerable tenants and shape our services to meet the needs of vulnerable people across a range of diverse groups. Where disability is involved it can also assist in ensuring that suitable accommodation is offered, which can include a wheelchair accessible property.</p>

**Step 4 – Do we need to seek the views of others? If so, who?**

<p>In light of the answers you have given in step 2, do you need to consult specific groups to identify needs / issues? If not please explain why.</p>
<p>Staff in landlord and strategic housing services teams have been consulted.  Tenants have been consulted at the Charnwood Housing Residents' Forum.  The Housing Management Advisory Board has been consulted.</p>

## Step 5 – Assessing the impact

In light of any data/consultation/information and your own knowledge and awareness, please identify whether the policy has a positive or negative impact on the individuals or community groups (including what barriers these individuals or groups may face) who identify with any 'protected characteristics' and provide an explanation for your decision (please refer to the general duties on the front page).

	<b>Comments</b>
<b>Age</b>	<p>Minors cannot enter into a legally-binding contract and so have to be granted tenancies that are different from standard introductory or secure tenancies. The policy aims to reduce the impact of this unavoidable difference by bestowing the same rights and responsibilities as the law will allow while protecting the minor's contractual status by, for example, appointing a guarantor or trustee to the tenancy.</p> <p>Households that need large accommodation i.e. 4 bed plus, and as such are likely to have children present, will be offered a ten-year fixed term tenancy, which whilst providing a reasonable degree of stability is a less favourable term than currently offered. If the tenant does need to move due to the property no longer meeting needs they will be supported to do so.</p> <p>Households on the housing waiting list that need 4 bed plus properties will benefit as properties meeting their needs are expected to become available more quickly than they otherwise would have done.</p>
<b>Disability (Physical, visual, hearing, learning disabilities, mental health)</b>	<p>The policy is, by its very nature, detailed and, in parts, quite legalistic. To mitigate the problems that some people might have in understanding fully the policy's terms, a much simpler, easy-to-read summary will be made available as an additional document.</p> <p>The policy will be available in other accessible formats, such as in large print or in other languages, upon request.</p> <p>Prospective tenants that need a wheelchair accessible property will be offered a 10-year fixed term tenancy, which whilst providing a reasonable degree of stability is a less favourable term than currently offered. If the tenant does need to move due to the property no longer meeting needs then they will be supported to do so. Households on the housing waiting list that need wheelchair accessible properties will benefit as properties meeting their needs are expected to become available more quickly than they otherwise would have</p>

	done.
<b>Gender reassignment (Transgender)</b>	There will be no adverse effect from this policy on this protected group
<b>Race</b>	There will be no adverse effect from this policy on this protected group
<b>Religion or belief (Includes no belief)</b>	There will be no adverse effect from this policy on this protected group
<b>Sex</b>	There will be no adverse effect from this policy on this protected group
<b>Sexual orientation</b>	There will be no adverse effect from this policy on this protected group
<b>Other protected groups (pregnancy &amp; maternity, marriage &amp; civil partnership)</b>	There will be no adverse effect from this policy on this protected group
<b>Other socially excluded groups (carers, low literacy, priority neighbourhoods, health inequalities, rural isolation, asylum seeker and refugee communities etc.)</b>	There will be no adverse effect from this policy on this protected group

Where there are potential barriers, negative impacts identified and/ or barriers or impacts are unknown, please outline how you propose to minimise all negative impact or discrimination.

Please note:

- a) If you have identified adverse impact or discrimination that is illegal, you are required to take action to remedy this immediately.
- b) Additionally, if you have identified adverse impact that is justifiable or legitimate, you will need to consider what actions can be taken to mitigate its effect on those groups of people.

No adverse impact from this policy is illegal.

Households that need high demand accommodation (4 bed plus / wheelchair accessible) will be offered a ten-year fixed term tenancy, which whilst providing a reasonable degree of stability, is a less favourable term than currently offered. If the tenant does need to move due to the property no longer meeting needs then they will be supported to do so. The circumstances of each case will be considered when taking a decision not to issue a new tenancy at the same address. Household vulnerability will be considered.

Where a wheelchair adapted property has been let and there is a continuing need for the adaptation and the property still meets needs, then (presuming the property has not been let on a 2 year basis due to a history of serious ASB and conduct has not been acceptable) on expiry of the initial 10 year fixed term tenancy a new tenancy will be issued at the same property; therefore needs will be met.

Help and support will be provided to tenants who need to move.

Households on the housing waiting list that need these very high demand properties will benefit as properties are expected to become available more quickly than they otherwise would have



done.

Summarise your findings and give an overview as to whether the policy will meet Charnwood Borough council's responsibilities in relation to equality and diversity (please refer to the general duties on the front page).

The policy meets the Council's responsibilities in relation to equality and diversity.

Large households and those needing wheelchair accessible accommodation will receive a ten-year fixed term tenancy rather than a lifetime tenancy. The issue of a ten-year tenancy is a less favourable term than currently offered and therefore some negative impact arises, however the length of the tenancy does provide a reasonable degree of stability. The package of support for households that need to move and consideration around household vulnerability will mitigate the potential adverse impact on affected groups. The need for a wheelchair accessible property will continue to be met where justified.

Resources will be targeted where they are needed, with the objective of meeting the needs of large households and those that need wheelchair accessible accommodation more quickly.

#### ■ Step 6- Monitoring, evaluation and review

Are there processes in place to review the findings of this assessment and make appropriate changes? In particular, how will you monitor potential barriers and any positive/ negative impact?

The monitoring of the granting of tenancies in compliance with this policy will be the responsibility of the appropriate team leaders and will be subject to the internal audit processes of the council. Outcomes will be recorded and monitored.

How will the recommendations of this assessment be built into wider planning and review processes?

e.g. policy reviews, annual plans and use of performance management systems.

No recommendations have been identified in this assessment.

#### ■ Step 7- Action plan

Please include any identified concerns/actions/problems in this action plan:


**The problems etc identified should inform your service plan and, if appropriate, your consultation plan**

Reference number	Action	Responsible officer	Target date
	No actions have been identified in this assessment		

#### ■ Step 8- Who needs to know about the outcomes of this assessment and how will they be informed?

	<b>Who needs to know</b> (Please tick)	<b>How they will be informed</b> (we have a legal duty to publish EIA's)
<b>Employees</b>	✓	Team meetings
<b>Tenants</b>	✓	Publication on the council's website and/or tenants' magazine
<b>Partners and stakeholders</b>	✓	Publication on the council's website
<b>Others</b>	✓	Future and potential tenants through publication on the council's website.
<b>To ensure ease of access, what other communication needs/concerns are there?</b>		None identified.

**Step 9- Conclusion**

<b>Please delete as appropriate</b>
I agree with this assessment.
<b>Signed</b>

Peter Oliver – Head of Landlord Services
<b>Date:</b> 02/08/2021

**INFORMAL CABINET  
16TH SEPTEMBER 2021**

PRESENT: The Leader (Councillor Morgan)  
The Deputy Leader (Councillor Barkley)  
Councillors Bailey, Bokor, Harper-Davies, Mercer,  
Poland, Rattray and Smidowicz

Councillor Seaton

Chief Executive  
Strategic Director; Environmental and Corporate  
Services  
Head of Strategic Support  
Strategic Director; Commercial Development,  
Assets and Leisure  
Head of Landlord Services  
Head of Regulatory Services  
Head of Planning and Regeneration  
Head of Leisure and Culture  
Head of Financial Services  
Head of Customer Experience  
Group Leader Plans, Policies and Place Making  
Democratic Services Officer (EB)  
Democratic Services Officer (LS)

APOLOGIES: Councillor Rollings

The Leader stated that this **informal** meeting would be livestreamed and recorded, and the recording subsequently made available via the Council's website. He also advised that, under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, other people may film, record, tweet or blog from this meeting, and the use of any such images or sound recordings was not under the Council's control.

20. DISCLOSURES OF PECUNIARY AND PERSONAL INTERESTS

Councillors Bokor, Morgan and Rattray declared interests in respect of item 10 on the agenda (Loughborough BID Ballot) as Directors of Loughborough BID. They would leave the meeting during consideration of the item.

21. LEADER'S ANNOUNCEMENTS

No announcements were made.

22. MINUTES OF PREVIOUS MEETING

The minutes of the meeting held on 1st July 2021 would be submitted to the next formal meeting of the Cabinet for confirmation as a correct record.

23. QUESTIONS UNDER CABINET PROCEDURE 10.7

Mr M. Hunt – Study of Houses in Multiple Occupation

- “1. In December the Council published A study of Housing in Multiple Occupation (HMO) in Charnwood by Professor Darren Smith and Dr Andreas Culora of Loughborough University costing over £20,000 over three years, so why was this charged to the Loughborough Special Expenses when it clearly relates to the Borough as a whole and contributes to the Evidence Base of the Draft Borough Local Plan and the Borough Housing Needs Assessment?
2. Given that the first aim of the Study was “the creation of a comprehensive database identifying HMO in the Borough which can be updated as new information becomes available”, which are the contributing data sources to that database?
3. As the Study states “the database (HiMOG) provides an opportunity and baseline to annually update of the identification of HMOs and to identify the total number of bed spaces within each dwelling (i.e. total occupancy counts for each dwelling)”, is it in active use and if so why has the database never been updated?
4. Would the Council include this contract in a forthcoming internal audit?”

The following response had been published prior to the meeting:

1. *The study was commissioned in response to a recommendation from the Council’s Budget Scrutiny Panel following calls from Loughborough ward councillors to have a better understanding of HMO saturation in Loughborough in light of emerging research from Loughborough University into HMO geographies. As part of the budget setting process for the 2015/16 financial year, funding for the costs of the study was agreed by the Cabinet and Council (minute references Cabinet 84.4 2014/15 and Council 78.1.15 2014/15) in the form of a contribution towards the cost of a PhD thesis.*

*While the study considered the impacts of HMOs across the whole Borough, the HiMOG database is only used in relation to planning decisions in Loughborough where an Article 4 Direction is in place. Similarly, Policy H7 in the Pre-submission Draft Local Plan only applies the threshold approach that makes use of the database to Loughborough.*

*The budget reports, including the allocation of this expenditure to the Loughborough Special Expenses, were prepared by the Council’s Head of Finance and Property Services and agreed by the Council’s Section 151 Officer who is responsible for the proper financial management of the Council.*

2. *The HiMOG database was created in 2018 from the following datasets:*

- *HMO Licences*

- *Planning Register*
- *Student registration data*
- *Electoral Register*
- *Council Tax exemptions*
- *Information provided by local residents.*

3. *The HIMOG database is in active use and is updated.*

4. *Following the end of the project, and the handing over of the HIMOG database to the Council in 2018, there has been no contractual arrangement between the Council and Professor Smith.*

#### 24. TENANCY POLICY 2021-2025

Considered, a report of the Head of Landlord Services setting out an updated Tenancy Policy for the period 2021-2025 (item 6 on the agenda filed with these minutes).

At the request of T. Edwardes, Chair of the Housing Management Advisory Board, the Head of Landlord Services presented verbally the views of the Board, as follows:

“The Housing Management Advisory Board considered the Tenancy Policy at its meeting on 12th May 2021. The Board heard that the policy promoted the targeted use of fixed-term tenancies to prevent anti-social behaviour, whereby prospective tenants with a history of serious ASB would be offered a fixed-term tenancy of 2 years commencing after the 12-month introductory tenancy period. If there was serious ASB then the Council could decide not to issue a new tenancy at the end of the 2-year fixed term.

The Board also heard that fixed term tenancies would be used to support the best use of housing stock, with high demand four bedroom and above and wheelchair accessible properties being offered on a 10-year fixed term tenancy in addition to the introductory tenancy period.

The Board was provided with assurances that throughout the period of fixed term tenancy, advice and support would be offered to tenants on the conduct of the tenancy and re-housing options as appropriate, that household vulnerability would be considered when making a decision not to renew a tenancy at the same address, and that each case would be considered on its own merits.

The Board was generally supportive of the policy, which was noted”.

The Head of Landlord Services assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Leader** for his decision:

1. that the Tenancy Policy 2021-2025, attached at Appendix 1 to the report of the Head of Landlord Services, be approved;
2. that delegated authority be given to the Head of Landlord Services, in consultation with the Cabinet Lead Member for Public Housing and the Head of

Strategic and Private Sector Housing, to make minor amendments to the Tenancy Policy 2021-2025;

3. that the views of the Housing Management Advisory Board be noted.

### Reasons

1. To update the Council's policy on its approach to (amongst other things) the type of tenancies it will grant, where tenancies are granted for a fixed term, the length of those terms, and the circumstances in which it will grant tenancies of a particular type.
2. To enable minor changes to the policy to be made to support the effective management of tenancies in a way that is consistent with the Council's Scheme of Delegation.
3. To acknowledge the work undertaken by and the views of the Housing Management Advisory Board.

## 25. DRAFT NEW TENANCY AGREEMENT FOR COUNCIL HOMES

Considered, a report of the Head of Landlord Services setting out a draft updated Tenancy Agreement for introductory and secure tenants prior to notification of variation to the existing tenancy agreement being issued to the Council's tenants as part of a legally required consultation process (item 7 on the agenda filed with these minutes).

At the request of T. Edwardes, Chair of the Housing Management Advisory Board, the Head of Landlord Services presented verbally the views of the Board, as follows:

"The Board heard that it was good practice for landlords to update their tenancy agreement on a periodic basis to reflect current legislation, and to support a robust approach to tenancy management. This was a key document that defined the relationship between the Council and its tenants, and after full consideration the Board recommended a number of amendments, which the Chair of the Board was pleased to say had been incorporated into the final draft.

The Board was supportive of the draft new tenancy agreement, both noting and commending it to Cabinet."

The Board was thanked for its work in considering this and the previous item.

The Head of Landlord Services assisted with consideration of the report. In response to a question, he confirmed a typo on agenda page 44, first sentence of paragraph entitled *Crime and Disorder* should read "The draft new Tenancy Agreement contains terms which will enhance the Council's ability to take enforcement action to tackle anti-social behaviour (ASB), hate incidents, and domestic abuse".

**RESOLVED** that the following **be recommended to the Leader** for his decision:

1. that the draft Tenancy Agreement, attached at Appendix 1 to the report of the Head of Landlord Services, be approved for consultation in accordance with Section 103 of the Housing Act 1985;
2. that following consultation, the draft Tenancy Agreement be updated with regard to the tenant response;
3. that subject to there being no significant amendments to the draft Tenancy Agreement, the Head of Landlord Services be given delegated authority, in consultation with the Cabinet Lead Member for Public Housing, to implement the updated Tenancy Agreement;
4. that the views of the Housing Management Advisory Board be noted.

#### Reasons

1. To obtain Cabinet approval of the content of the draft Tenancy Agreement before a legally required consultation process commences.
2. To have regard to feedback received from tenants.
3. To implement, efficiently, an updated Tenancy Agreement which clearly sets out the rights and responsibilities of the Council as a landlord, and those of its tenants.
4. To acknowledge the work undertaken by and the views of the Housing Management Advisory Board.

#### 26. CORPORATE ANTI-SOCIAL BEHAVIOUR AND HATE INCIDENT POLICY 2021-2025

Considered, a report of the Head of Landlord Services, the Head of Neighbourhood Services and the Head of Regulatory Services setting out a new Corporate Anti-Social Behaviour and Hate Incident Policy for the period 2021-2025 (item 8 on the agenda filed with these minutes).

Councillor Seaton, Chair of the Scrutiny Commission, presented a report setting out the Commission's pre-decision scrutiny of the matter and recommendation (copy filed with these minutes).

The Head of Landlord Services and the Head of Regulatory Services assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Leader** for his decision:

1. that the Corporate Anti-Social Behaviour and Hate Incident Policy 2021-2025, attached at Appendix 1 to the report of the Head of Landlord Services, the Head of Neighbourhood Services and the Head of Regulatory Services, be approved;

2. that delegated authority be given to the Head of Landlord Services, in consultation with the Head of Neighbourhood Services, the Head of Regulatory Services and the relevant Cabinet Lead Members, to make minor amendments to the Corporate Anti-Social Behaviour and Hate Incident Policy 2021-2025;
3. that the report of the Scrutiny Commission be noted.

#### Reasons

1. To set out a corporate policy on the Council's approach to managing anti-social behaviour (ASB) and hate incidents.
2. To enable minor changes to be made to support the effective management of ASB.
3. To acknowledge the work undertaken by and the views of the Scrutiny Commission.

#### 27. CARBON NEUTRAL PLAN

Considered, a report of the Head of Planning and Regeneration setting out the Charnwood 2030 Carbon Neutral Plan and a short-term action plan (item 9 on the agenda filed with these minutes).

Councillor Seaton, Chair of the Scrutiny Commission, presented a report setting out the Commission's pre-decision scrutiny of the matter and recommendation (copy filed with these minutes).

The Head of Planning and Regeneration and the Group Leader Plans Policies and Place Making assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Leader** for his decision:

1. that the Charnwood Carbon Neutral Plan, contained in Appendix A to the report of the Head of Planning and Regeneration, be approved;
2. that the short-term action plan for the next three years, set out in Part B of the report of the Head of Planning and Regeneration, be approved;
3. that the Head of Planning and Regeneration, in consultation with the Cabinet Lead Member for Transformation, be given delegated authority to review and update the Carbon Neutral Plan through the Carbon Neutral Project Board.
4. that the report of the Scrutiny Commission be noted.

#### Reasons

1. To set out the overall direction and plan of the Council in relation to its climate change commitment to be carbon neutral by 2030.



2. To enable projects for reducing the Council's carbon footprint to be progressed.
3. To enable the plan to be kept up to date and amendments to be made as necessary to reflect changing circumstances, opportunities, and Council priorities.
4. To acknowledge the work undertaken by and the views of the Scrutiny Commission.

*Having declared interests, Councillors Bokor, Morgan and Rattray left the meeting prior to the consideration of the following item.*

28. LOUGHBOROUGH BID BALLOT

*This item was chaired by Councillor Barkley.*

Considered, a report of the Head of Leisure and Culture setting out the Loughborough Business Improvement District (BID) Renewal Proposal (item 10 on the agenda filed with these minutes).

The Head of Leisure and Culture assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Deputy Leader** for his decision:

1. that the BID Renewal Proposal be endorsed;
2. that the supporting information to support the BID Renewal Proposal including the BID Business plan be noted.

Reasons

1. To ensure the Cabinet is aware of the proposal and has no objection to it.
2. To enable the ballot to proceed within legal requirements.

*Councillors Bokor, Morgan and Rattray returned to the meeting.*

29. CAPITAL PLAN AMENDMENT REPORT

Considered, a report of the Head of Financial Services setting out proposed changes to the 2021-2023 Capital Plan and its financing (item 11 on the agenda filed with these minutes).

The Head of Financial Services assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Leader** for his decision:

1. that the current Capital Plan for 2021/22 - 2022/23, as amended by the changes shown in Appendix 1 to the report of the Head of Financial Services, in the budgeted sum of £59,343,800 be approved;
2. that the Disabled Facilities Grants (DFG) scheme be increased by £68.6k, in line with the Disabled Facilities Grants received from the Ministry of Housing, Communities and Local Government, the total DGF Capital budget being £2,116,900 in 2021/22;
3. that the Outwoods Country Park – Visitor Centre and Cafe scheme be reduced by £50k, the reason being the external funding will not be received towards this scheme;
4. that a virement be made of £3k from the Replacement Hardware Programme Capital Budget to Planned Buildings Improvements for the purchase of docking stations;
5. that additional decisions, taken by Officers, in relation to new S106 schemes added to the Capital Programme also included in Appendix 1 to the report be noted;
6. that amendments to the Capital Programme since 10th December 2020 Minute 64 be noted.

#### Reasons

1. To enable the current Capital Plan to be the basis for capital spending by the Council and so that schemes may proceed.
2. To confirm that the Disabled Facilities Grants scheme be increased which is funded by an external grant.
3. To confirm that the Outwoods Country Park – Visitor Centre and Café scheme be decreased by the external funded amount.
4. To enable the capital scheme budget to be available in 2021/22.
5. To note the new Capital Schemes as part of S106 Agreements implemented by Officers for Third Parties.
6. To note amendments to the Capital Programme since Cabinet 10th December 2020 minute 64.

#### 30. ROTHLEY CENTRE S106 REFURBISHMENT

Considered, a report of the Strategic Director; Commercial Development, Assets and Leisure setting out a project to deliver refurbishment of Rothley Centre, a community asset within Rothley Parish, using a Section 106 contribution received from a developer and specifically allocated to this area (item 12 on the agenda filed with these minutes).

The Strategic Director; Commercial Development, Assets and Leisure assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Leader** for his decision:

1. that the spend of the S106 fund included in the 2021-22 Capital Plan to the Rothley Centre Project amounting to £367,600.00 be approved;
2. that the inclusion of the Rothley Centre Project into the Charnwood Borough Council Annual Procurement Plan 2021-22 be approved;
3. that authority is delegated to the Strategic Asset Manager, in consultation with the Strategic Director; Commercial Development, Assets and Leisure and the Section 151 Officer, to carry out the procurement and management of works.

#### Reasons

1. To ensure the timely spend of a S106 contribution intended to benefit the residents and users of the facility.
2. To ensure the scope of works procured meets the requirements of tenant (Rothley Parish Council) and delivers a sustainable community asset for the long-term benefit of the residents and visitors to the area.
3. To ensure the project is delivered in a timely and efficient manner.

#### 31. FEASIBILITY WORK FOR NEW COUNCIL OFFICES

Considered, a report of the Strategic Director; Commercial Development, Assets and Leisure setting out a proposal to begin the exploratory works required to construct a new Council office (item 13 on the agenda filed with these minutes).

Councillor Seaton, Chair of the Scrutiny Commission, presented a report setting out the Commission's pre-decision scrutiny of the matter and recommendation (copy filed with these minutes).

The Scrutiny Commission was thanked for its pre-decision scrutiny of this matter and items earlier in the meeting.

The Strategic Director; Commercial Development, Assets and Leisure assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Leader** for his decision:

1. that the recommendation of Southfield Extension Car Park as a potential site for new Council offices be accepted and that approval be granted to undertake exploratory works to determine construction feasibility with a budget of up to £150,000 funded from Capital Plan Reserve;

2. that authority for the same be delegated to the Strategic Director; Commercial Development, Assets and Leisure, in consultation with the Statutory Officers, the Leader and the Deputy Leader, to undertake the works.
3. that the report of the Scrutiny Commission be noted.

#### Reasons

1. To understand the site's suitability for building and to determine if there are any specific conditions that should either be factored into design or scope of works.
2. To allow for the timely completion of the works such that the next phases of the project can be planned and submitted for scrutiny and approval.
3. To acknowledge the work undertaken by and the views of the Scrutiny Commission.

#### 32. AMENDMENTS TO ANNUAL PROCUREMENT PLAN

Considered, a report of the Strategic Director; Commercial Development, Assets and Leisure setting out proposed amendments to the Annual Procurement Plan 2021/22 (item 14 on the agenda filed with these minutes).

The Strategic Director; Commercial Development, Assets and Leisure assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Leader** for his decision:

1. that the contracts, over £25,000 and up to £75,000 as listed in Appendix A to the report, be let in accordance with Contract Procedure Rules;
2. that the contracts, over £75,001 and up to £500,000 as listed in Appendix B to the report, be let in accordance with Contract Procedure Rules.

#### Reason

- 1.& 2. To allow contracts of the Council to be let in accordance with Contract Procedure Rules.

#### 33. CUSTOMER SERVICES STRATEGY 2022-25

Considered, a report of the Head of Customer Experience setting out an updated Customer Service Strategy for the period 2022-2025, for recommendation to Council (item 15 on the agenda filed with these minutes).

The Head of Customer Experience assisted with consideration of the report.

**RESOLVED** that the following **be recommended to the Leader** for his decision:

that it **be recommended to Council** that the Customer Services Strategy 2022-2025, as set out in the Appendix to the report of the Head of Customer Experience, be approved.

### Reason

To identify the priorities against which the Council will seek to maintain and enhance its Customer Service capabilities over the period 2022-2025.

### NOTE:

This meeting was informal for the purpose of recommending decisions to the Leader or Deputy Leader.

A Leader's Decision dated 30th July 2021 delegated all Executive functions and decision making to the Leader for a period of three months in accordance with Section 9E of the Local Government Act 2000.

A Leader's Decision dated 16th September 2021 delegated all Executive functions and decision making to the Deputy Leader until 30th September 2021 in accordance with Section 9E of the Local Government Act 2000 in circumstances where the Leader in considering a matter may under the provisions of the Code of Conduct have a 'personal interest which might lead to bias', in the Leader's absence or other situations where the Leader is unable to make a decision.