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Date: 27th January 2016

Dear Councillor,

Housing and Community Services Committee

A Meeting of the **Housing and Community Services Committee** will be held in the **Council Chamber**, on **Thursday, 04 February 2016 at 18:00**. You are requested to attend.

Yours faithfully,

Chief Executive

To:- **Conservative Group**

Councillor Hewlett (Chairman), Councillor Smith (Vice-Chairman) and Councillors Billings, Mrs Coe, Coe, Mrs Coyle, Harrison, Muller and Mrs Wyatt.

Labour Group

Councillors Dunn, Rhind, Richards and Taylor.



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Housing Services



AGENDA

Open to Public and Press

- 1** Apologies and to note any substitutes appointed for the Meeting.
- 2** To receive the Open Minutes of the Meeting held on 26th November 2015

Housing and Community Services Committee 26th November 2015 Open Minutes **4 - 7**
- 3** To note any declarations of interest arising from any items on the Agenda
- 4** To receive any questions by members of the public pursuant to Council Procedure Rule No.10.
- 5** To receive any questions by Members of the Council pursuant to Council procedure Rule No. 11.
- 6** Reports of Overview and Scrutiny Committee
- 7** PRESENTATION OF ICON ATHLETES - SOUTH DERBYSHIRE
TALENTED ATHLETES
- 8** STAR SURVEY 2015 **8 - 11**
- 9** NEW TENANCY AGREEMENT **12 - 42**
- 10** CHESTNUT AVENUE COMMUNITY FACILITY **43 - 46**
- 11** INCOME MANAGEMENT POLICY **47 - 59**
- 12** HOUSING REVENUE ACCOUNT BUDGET, FINANCIAL PLAN AND
PROPOSED RENT 2016-17 **60 - 73**

Exclusion of the Public and Press:

- 14 The Chairman may therefore move:-

That in accordance with Section 100 (A) of the Local Government Act 1972 the press and public be excluded from the remainder of the Meeting as it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that there would be disclosed exempt information as defined in the paragraph of Part I of the Schedule 12A of the Act indicated in the header to each report on the Agenda.

- 15 To receive the Exempt Minutes of the Meeting held on 26th November 2015

Housing and Community Services Committee 26th November 2015
Exempt Minutes

- 16 To receive any Exempt questions by Members of the Council pursuant to Council procedure Rule No. 11.

- 17 LEASE OF WINDING HOUSE AT WOODHOUSE RECREATION
GROUND TO SWADLINCOTE BOXING ACADEMY

- 18 HOUSING REVENUE ACCOUNT – REVIEW OF UNIT MANAGER
STRUCTURE

HOUSING AND COMMUNITY SERVICES COMMITTEE

26th November 2015

PRESENT:-

Conservative Group

Councillor Hewlett (Chairman), Councillor Smith (Vice-Chairman) and Councillors Billings, Mrs Coe, Mrs Coyle, Harrison, Murray (substituting for Councillor Coe) and Mrs Wyatt.

Labour Group

Councillors Dunn, Rhind, Richards and Wilkins (substituting for Councillor Taylor).

In attendance

Councillor Atkin.

HCS/44 **APOLOGIES**

Apologies for absence were received from Councillors Coe, Muller (Conservative Group) and Taylor (Labour Group).

HCS/45 **MINUTES**

The Open Minutes of the Meeting held on 8th October 2015 were noted and approved as a true record and signed by the Chairman.

HCS/46 **DECLARATION OF INTEREST**

The Committee was informed that no declarations of interest had been received for this meeting.

HCS/47 **QUESTIONS FROM MEMBERS OF THE PUBLIC PURSUANT TO COUNCIL PROCEDURE RULE NO 10**

The Committee was informed that no questions from members of the public had been received.

HCS/48 **QUESTIONS FROM MEMBERS OF COUNCIL PURSUANT TO COUNCIL PROCEDURE RULE NO 11**

The Committee was informed that no questions from Members of the Council had been received.

HCS/49 **REPORTS OF THE OVERVIEW AND SCRUTINY COMMITTEE**

There were no Overview and Scrutiny Reports to be submitted.

MATTERS DELEGATED TO COMMITTEE

HCS/50 **OPEN SPACE, SPORT AND COMMUNITY FACILITY STRATEGY UPDATE**

The Open Space and Facilities Development Manager presented the report to the Committee, also making reference to a consultation summary and the detailed sub area profiles currently being compiled. The Director of Community and Planning Services requested that Members notify his department of any suitable projects, which could be linked into Section 106 funds.

Councillors Smith and Murray both commended the work undertaken, as detailed in the report. Other comments and queries raised by Members relating to terminology, information relating to the 26-54 age group, as opposed to the younger and older categories, and the possibility of enhanced provision in certain areas were noted and responded to.

RESOLVED:-

That Members noted the development of the Open Space, Sport and Community Facility Strategy, approved the Vision and Principles, along with the establishment of the notion of a hierarchy of provision.

HCS/51 **HOUSING CAPITAL INVESTMENT PROGRAMME 2012-2017: PROGRESS REPORT**

The Housing Asset Manager presented the report to the Committee.

Comments and queries raised by Members relating to the potential uses of the underspend, the accuracy of its value, alternative heating systems and the use of solar panels on council buildings were noted and responded to.

RESOLVED:-

- 1) That Members approved the half yearly 2015/16 progress report for the Housing Capital Investment Programme.*
- 2) That Members approved the expenditure proposals contained within the report.*
- 3) That Members approved the use of some of the projected underspend to progress Phase 2 of new building development and regeneration programme.*

HCS/52 **UNTIDY GARDENS PROCEDURE**

The Housing Operations Manager delivered the report to the Committee.

Comments and queries raised by Members relating to the definition of 'untidy' and other terminology, the timing of any legal action, the wording of the enforcement letters and recoupment of any fees incurred, the approach relating to more vulnerable individuals or those in financial difficulty, the

likelihood of eviction action based purely on this issue, the treatment of gardens with animals present, potential environmental issues and the rights of access during Members' estate walkabouts were noted and responded to.

The Director of Housing and Environmental Services gave assurances that this policy would only be engaged with in extreme cases, would be subject to thorough review and that the local Ward Member would be notified of any cases where such action was being considered.

The Housing Operations Manager confirmed that revised tenancy agreements were currently being drafted, for approval at a future committee.

RESOLVED:-

That Members approved the introduction of the untidy gardens procedure.

HCS/53 **CORPORATE PLAN 2009-15: PERFORMANCE MANAGEMENT REPORT (1JULY – 30 SEPTEMBER 2015)**

The Director of Housing and Environmental Services and Director of Community and Planning Services jointly presented the report to Committee, highlighting the areas requiring attention.

Comments relating to the work of the Safer Neighbourhood Team and the use of body mounted cameras by the Neighbourhood Wardens by Councillors Murray and Wilkins respectively were noted.

RESOLVED:-

That Members considered and approved the progress against the performance targets.

HCS/54 **COMMITTEE WORK PROGRAMME 2015-16**

RESOLVED:-

That the updated work programme be considered and approved.

HCS/55 **LOCAL GOVERNMENT ACT 1972 (AS AMENDED BY THE LOCAL GOVERNMENT [ACCESS TO INFORMATION] ACT 1985)**

RESOLVED:-

That, in accordance with Section 100(A)(4) of the Local Government Act 1972 (as amended), the press and public be excluded from the remainder of the Meeting as it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that there would be disclosed exempt information as defined in the paragraphs of Part 1 of the Schedule 12A of the Act indicated in brackets after each item.

MINUTES

The Exempt Minutes of the Meeting held on 8th October 2015 were received.

**TO RECEIVE QUESTIONS FROM MEMBERS OF THE COUNCIL
PURSUANT TO COUNCIL PROCEDURE RULE NO. 11**

The Committee was informed that no questions had been received.

The Meeting terminated at 7.10pm.

COUNCILLOR J HEWLETT

CHAIRMAN

REPORT TO:	HOUSING AND COMMUNITY SERVICES COMMITTEE	AGENDA ITEM: 8
DATE OF MEETING:	4th FEBRUARY 2016	CATEGORY: DELEGATED
REPORT FROM:	PERFORMANCE AND POLICY MANAGER	OPEN
MEMBERS' CONTACT POINT:	MARTIN GUEST (5940) martin.guest@south-derbys.gov.uk	DOC:
SUBJECT:	STAR SURVEY 2015	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE: HCSO1

1. Recommendations

- 1.1 Members note the findings of the recent all tenant satisfaction STAR survey.
- 1.2 Members approve the follow up actions arising out of the survey, which are shown in 3.20.

2. Purpose of Report

- 2.1 To outline to members the main findings of the STAR survey, this was concluded in August 2015.

3. Detail

- 3.1 Following Committee approval in February 2015 this consultation was undertaken using a questionnaire designed by SMSR Ltd in conjunction with Council Officers.

- 3.2 The aim of the consultation was to assess tenants' satisfaction with South Derbyshire District Council's Housing Services. More specifically the objectives of the consultation were:

- To assess satisfaction with Housing Services,
- To gather information about tenants' awareness of the complaints procedure,
- To gather opinion on our estate services,
- To assess satisfaction with the advice and support provided by the Council for new tenants, vulnerable tenants and those moving home,
- If a repair had been undertaken, to gather satisfaction regarding this repair,
- To assess opinion of contact and communication with Housing Services
- To gather opinion of supported housing,
- To understand the views of those tenants in receipt of Housing Benefit on how easy it was to complete the application form and alternative ways of using technology and information to improve this service.

- To understand our tenants awareness of Universal Credit, what information they need and how the changes may impact on their payment methods.

3.3 The STAR survey provides valuable information on how tenants view the services we provide. We will use this information to ascertain what we are doing well and areas we may need to improve on and this will form a major part of the Housing Services priorities over the next 5 years.

3.4 The questionnaire was sent to all South Derbyshire District Council housing tenants on the 21st May 2015. Tenants were given two weeks to complete and return the questionnaire and tenants who did not respond were then sent a reminder survey. Responses were tracked and those who did not respond to either the initial mail out or the first reminder were sent a second reminder giving them a further two weeks to take part in the consultation. The consultation period ended on the 24th July 2015.

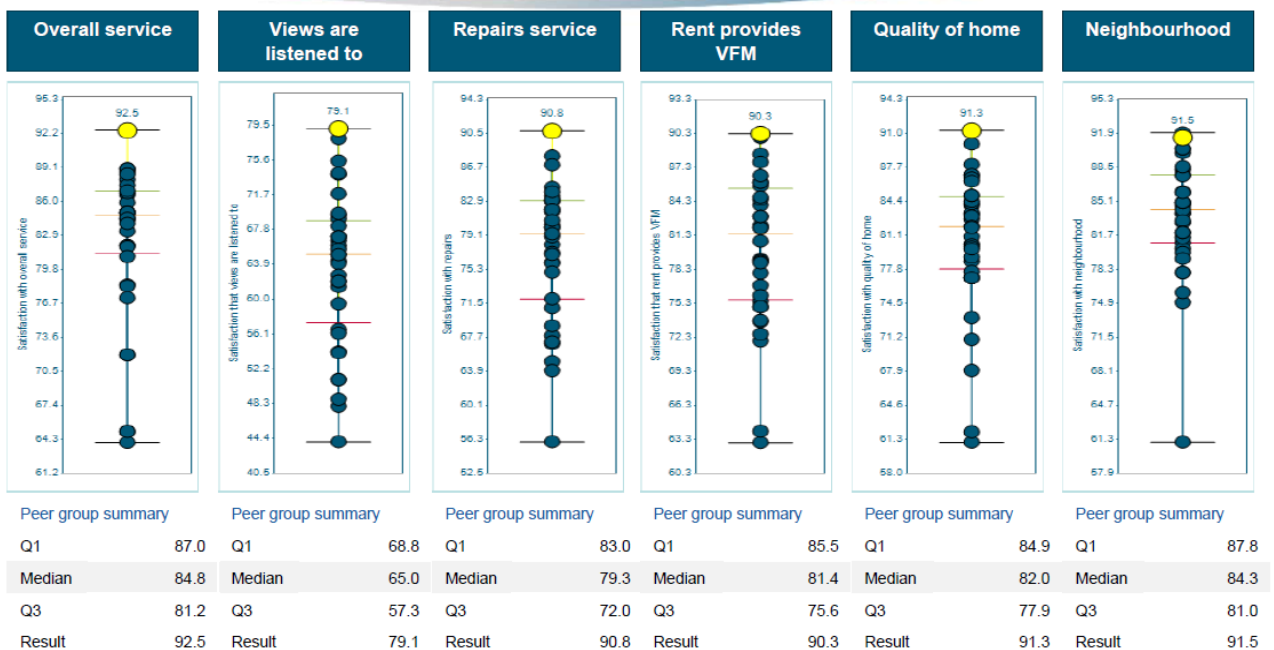
3.5 In total 1,326 completed questionnaires were received, giving an excellent response rate of 45%. This was down on the response rate of 1,958 (65%) completed questionnaires in 2012 but still represents an excellent response rate to a survey of this type.

3.6 The vast majority of respondents were satisfied with the service provided by Housing Services (93%); including 52% that were very satisfied.

3.7 Overall there has been a 1% increase in satisfaction levels since the STAR survey in 2012.

3.8 The results of the STAR Survey place us as the highest performing Housing Services in any Council in England based on the STAR returns submitted to Housemark. In addition, we were placed 29th out of 300 social housing providers throughout England.

3.9 We have benchmarked our STAR results against approximately 360 other providers (not all providers submitted returns for all questions.)



- Housing Services achieved 'upper quartile' performance across all of the eight core areas (six of which are detailed in the table above.)

- 3.10 A summary of the key findings from the report were that more than nine out of ten respondents were satisfied to some extent with their neighbourhood as a place to live (91%), the quality of their home (91%) and the way in which Housing Services dealt with repairs and maintenance (91%). Around nine out of ten respondents expressed satisfaction towards the friendliness and approachability of Housing Services staff (92%), and said they were satisfied that Housing Services were providing an effective and efficient service (89%) and the level of service which they expected (90%). All aspects of the survey relating to the home and neighbourhood satisfaction had increased when compared with 2012.
- 3.11 **Complaints:** six out of ten respondents indicated an awareness of the Council's formal complaints procedure, which although fairly high, represented a significant decrease in awareness when compared with 2012 (-6%)
- 3.12 **Estate Services:** almost nine tenths of respondents were satisfied with the overall appearance of the neighbourhood (87%), and 79% were satisfied with the grounds maintenance in their area.
- 3.13 **Advice and Support:** more than two-thirds of respondents were satisfied with the provision of advice on claiming benefits (69%) and information on managing finances (67%); if we remove non-applicable responses (that did not need or use this service) then satisfaction increases significantly (claiming benefits: 82%, managing finances: 81%). More than two-fifths of respondents were satisfied with the support the Housing Service provides for new tenants (48%), vulnerable tenants (46%) and those moving home (43%)
- 3.14 **Repairs and Maintenance:** the majority of respondents reported satisfaction towards all statements relating to when a recent repair which was undertaken, with satisfaction for each aspect being 86% or above. Respondents were more positive in regards to the attitude of workers (95%), that dirt and mess was kept to a minimum (93%) and the overall quality of the work which was undertaken (91%). In addition, 94% said the appointment which they were given had been met. Although this satisfaction was very high, positive opinion towards each aspect considered has decreased marginally when compared with 2012.
- 3.15 For **Contact and Communication**, the majority of respondents said that Housing staff had been helpful (87%), were able to deal with their query quickly (83%) and that their query had been dealt with in a reasonable time (84%). Fewer respondents reported that it had been easy to contact the right person (76%), with perceived ease of contact decreasing by 2% when compared with 2012. In addition although 78% were satisfied with the final outcome of the query, a further 14% said they were dissatisfied. Eight out of ten respondents were satisfied that Housing Services were good at keeping them informed, however, when compared with 2012 there has been an 8% decrease in those who described themselves as being 'very satisfied'. The majority (86%) of respondents supported the continuation of Housing publications, with almost all indicating a preference for receiving this publication in postal format. Postal communication also emerged with the most preferred methods of contacting the council, with 58% expressing a preference for written communication and 43% saying they preferred contact via a newsletter.
- 3.16 **Supported Housing:** among those living in supported housing, more than nine-tenths were either very or fairly satisfied with the safety and security of their home

(91%) and how easy it was to access all areas of their home and scheme (89%). When responses of not applicable are removed, levels of satisfaction were 84% or above towards all aspects of supported housing.

- 3.17 **Housing Benefit:** Among the 15% of respondents who had made a claim for Housing Benefit for the first time during the past 12 months, 86% said it had been easy to complete the application form and 84% had been able to provide the evidence which was required with ease. Respondents were positive towards the information provided in regards to Housing Benefit, with 87% saying they were satisfied with the information which the council provided on this topic and 92% rating this information as either very or fairly good. Opinion was divided on whether the council should make better use of technology in the future, however, a slightly higher proportion (53%) felt that the council should not take the opportunity to do so. Only 37% of respondents said they would be willing to use a mobile phone application to report changes to their circumstances however, willingness to do so increased to 81% among those aged 16 to 34.
- 3.18 **Universal Credit:** Awareness of upcoming changes was low, with 38% of respondents being aware of the introduction of Universal Credit and only 13% knowing that in the future they would be asked to apply for benefits online. Almost three-fifths (56%) of respondents were unable to access the internet through a computer or laptop, either at home or within another location, and only 27% of respondents were confident that they would be able to access and complete a detailed online application form without assistance. Few respondents anticipated that the introduction of Universal Credit would impact upon how their rent was paid. Around two-fifths (38%) of respondents said the introduction of Universal Credit would impact upon how they budgeted their finances, with 14% saying it would have a great impact. Most respondents saw use in having information on when Universal Credit will start (83%) and which benefits will be affected by its introduction (83%).
- 3.19 A full copy of the results table and a summary of the STAR 2015 results have been provide to the Tenants Performance and Scrutiny Panel. The Panel have met twice on the 12 and 26 November and have prioritised their feedback.
- 3.20 This feedback along with officer input has identified actions to address areas including grass cutting on estates, cleaning of internal/external communal areas, support for vulnerable tenants and the speed and quality of officer response to tenants. These actions will be included into the relevant Housing and Environmental Services service plans from April 2016.
- 3.21 Officers have previously met with our Tenants Panel to discuss the grass cutting service and the costs associated with the different methods of delivering this service, this will be looked at again in 2016. We have refreshed our customer service standards and will be monitoring these in 2016/17. We are also planning to schedule in updated customer service training later in 2016 for our employees.

4. **Financial Implications**

- 4.1 None

5. **Corporate and Community implications**

- 5.1 Providing services that meet the needs and aspirations of customers is a key aim of the Service and Council and delivers on several Corporate Plan outcomes.

REPORT TO:	HOUSING AND COMMUNITY SERVICES COMMITTEE	AGENDA ITEM: 9
DATE OF MEETING:	4th FEBRUARY 2016	CATEGORY: DELEGATED
REPORT FROM:	PERFORMANCE AND POLICY MANAGER	OPEN
MEMBERS' CONTACT POINT:	MARTIN GUEST (5940) martin.guest@south-derbys.gov.uk	DOC:
SUBJECT:	NEW TENANCY AGREEMENT	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE: HCSO1

1. Recommendations

- 1.1 That Members note the Council's proposed new Housing Tenancy Agreement and legal contract.
- 1.2 That Members note that the key changes to the draft agreement have been sent out for consultation to all tenants via the serving of a Preliminary Notice of Intention to serve a Notice of Variation, pursuant to section 103(2) of the Housing Act 1985, contained in Appendix 1, on the 25 January 2016.
- 1.3 That Members agree the final process for consultation and authorise the Director of Housing and Environmental Services, in consultation with the Chairman of the Housing and Community Services Committee, to finalise the tenancy agreement subject to any changes arising out of the consultation.
- 1.4 That Members approve service of a Notice of Variation, pursuant to section 103 of the Housing Act 1985, on the 2 March 2016.

2. Purpose of Report

- 2.1 This report sets out the main changes and revisions proposed for South Derbyshire District Council's Housing Tenancy Agreement. This document will affect all of South Derbyshire's existing secure and introductory tenants and will replace the current Tenancy Agreement and will be used to "sign-up" new tenants in the future.
- 2.2 The Tenancy Agreement is subject to a formal and prescriptive consultation process with tenants. The proposed scope of the consultation and timeframe is also set out in this report.

3. Detail

Background

- 3.1 The current Tenancy Agreement has not been reviewed or updated for a number of years and needs to be brought up to date to respond to:
- Changes to Housing Regulation and legislation which allow us, for instance, the opportunity to consider different forms of tenure.
 - Clarify responsibilities arising from recent changes in our local policies such as recharges for repairs.
 - Refresh the language used and presentation of the Tenancy Agreement to make it a more user friendly and readable document.
 - Amend, update or introduce new tenancy clauses to reflect changes in the types of complaints and concerns raised by tenants and Members as well as those encountered by Housing staff in the course of their work.

Consultation undertaken so far

- 3.2 As part of the process to develop the new tenancy agreement, consultation with the Council's Tenants Panel has taken place and the Panel have been actively involved in drafting and preparing the proposed document.
- 3.3 Council officers have also been consulted and have inputted into the new agreement highlighting areas that need to be included and suggesting revised wording to be used. Our Legal Services team have helped to address the legal implications contained in the new agreement.
- 3.4 The Council has written to all tenants on the 25 January 2016 with a detailed breakdown of all the proposed changes by serving a Preliminary Notice of Intention to serve a Notice of Variation pursuant to section 103(2) of the Housing Act 1985.
- 3.5 The Council has also provided tenants with supporting documentation including a simple guide to the changes and a timetable for the consultation. These are available on the Council's website by clicking on 'New Tenancy Consultation' on the popular links from the front page, by directly by clicking [New Tenancy Consultation](#) or by contacting Housing Services to request hard copies of this documentation.

New Tenancy Agreement

- 3.6 The proposed new Tenancy Agreement is available on the [New Tenancy Consultation](#) page on the web site. The main points covered in the proposed new Tenancy Agreement are summarised in each section in 3.7 to 3.16. A separate legal contract page will also now be included and this will be signed by new tenants following the implementation of the proposed new Tenancy Agreement. The changes between the current and proposed new Tenancy Agreement are shown in the Notice of Variation shown in Appendix 1.

What's covered in the new agreement?

- 3.7 Section 1 covers the definitions of the language used in the document.
- 3.8 Section 2 talks about the different types of tenancy (introductory, flexible and secure) that this document covers and the responsibilities of the tenants in terms of keeping to the agreement.
- 3.9 Section 3 details how and when tenants should pay their rent and service charges.
- 3.10 Section 4 covers the Council's responsibility to repair and maintain properties and sets out what tenants are required to do as well as the arrangements for carrying out alterations, gas servicing and arranging contents insurance.
- 3.11 Section 5 details what tenants can expect from their neighbours and the wider community along with what their expected behaviour and that of members of the household, their visitors and pets should be.
- 3.12 Section 6 covers living in Council property, providing access to Council officers or representatives along with conditions on keeping pets, running a business, keeping the garden in order and parking at the property.
- 3.13 Section 7 details any health, safety and hygiene issues at the property.
- 3.14 Section 8 talks about how the Council should treat its tenants and how it will consult over the things that affect them and how tenants can complain if they are not happy about the services provided.
- 3.15 Section 9 informs tenants what they need to do if they want to end their tenancy or move home.
- 3.16 Section 10 advises tenants what they need to do if they wish to assign their tenancy to another person.

Easy Read Tenancy Agreement

- 3.17 Alongside these proposed changes, the Council has worked with tenants and other interested groups to produce an Easy Read Guide for tenants to support the current Tenancy Agreement. This is now offered to all new tenants as part of the sign up process. A copy of this is available on the [New Tenancy Consultation](#) page on the web site and this will be updated further following the proposed changes to the Tenancy Agreement.

Next Steps

- 3.18 Any feedback or proposed changes suggested by tenants from the consultation will be collated and then discussed by tenants and officers at a meeting on the 26 February 2016 and any necessary changes will be agreed following discussions with the Director of Housing and Environmental Services in consultation with the Chairman of the Housing and Community Services Committee.

3.19 Following this feedback, the Council will then serve a Variation Notice, pursuant to section 103 of the Housing Act 1985, on the 2 March 2016 on all tenants. The new Tenancy Agreement will then come into effect from the 4 April 2016, the start of the Council's rent year.

4. Financial Implications

4.1 None

5. Corporate and Community implications

5.1 Providing services that meet the needs and aspirations of customers is a key aim of the Service and Council and delivers on several Corporate Plan outcomes.

Appendix 1 – Notice of Variation – proposed changes of tenancy

Previous Terms in Tenancy Agreement	Proposed Variation to Tenancy Agreement												
<p>Section 1 on page 2 of the existing agreement sets out the type of tenancy, tenancy details including property type, rent, other charges and signatures.</p>	<p>This information is now contained in a contract page and is separate to the tenancy agreement.</p>												
<p>Definitions on page 3 sets out what the terms mean in the tenancy agreement.</p>	<p>The list of definitions is shown in Section 1 – Definitions and has been expanded to cover the terms used in the new agreement and is contained on page 3-5. The ones highlighted are the ones currently referred to in your tenancy agreements</p> <table border="1" data-bbox="654 555 1883 1423"> <tbody> <tr> <td data-bbox="654 555 898 699">Alterations</td> <td data-bbox="898 555 1883 699">Any changes or additions to your home that are different to when you signed this agreement, including but not limited to fitting new kitchens, doors, windows, heating or bathrooms. It also includes any changes you make to the area outside such as garages, sheds or driveways.</td> </tr> <tr> <td data-bbox="654 699 898 954">Anti-Social Behaviour</td> <td data-bbox="898 699 1883 954">“anti-social behaviour” means: (a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person, (b) conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises, or (c) conduct capable of causing housing-related nuisance or annoyance to any person.</td> </tr> <tr> <td data-bbox="654 954 898 1062">Asking Permission</td> <td data-bbox="898 954 1883 1062">If, in this agreement, it says that you must ask for permission to do something, you must put your request in writing. The correspondence must be signed by the tenant and then handed in, emailed or posted to the Council.</td> </tr> <tr> <td data-bbox="654 1062 898 1134">Assigning</td> <td data-bbox="898 1062 1883 1134">This is the legal process of passing all your tenancy rights and responsibilities over to another person.</td> </tr> <tr> <td data-bbox="654 1134 898 1281">Civil Partner(s)</td> <td data-bbox="898 1134 1883 1281">Two people of the same sex who have registered a civil partnership in accordance with the provisions of the Civil Partnership Act 2004. A person who is living with the tenant as if they are civil partners shall be treated as the tenant’s civil partner.</td> </tr> <tr> <td data-bbox="654 1281 898 1423">Domestic Violence</td> <td data-bbox="898 1281 1883 1423">Any violence between current or former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the violence occurs. The violence may include physical, sexual, emotional or financial abuse.</td> </tr> </tbody> </table>	Alterations	Any changes or additions to your home that are different to when you signed this agreement, including but not limited to fitting new kitchens, doors, windows, heating or bathrooms. It also includes any changes you make to the area outside such as garages, sheds or driveways.	Anti-Social Behaviour	“anti-social behaviour” means: (a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person, (b) conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises, or (c) conduct capable of causing housing-related nuisance or annoyance to any person.	Asking Permission	If, in this agreement, it says that you must ask for permission to do something, you must put your request in writing. The correspondence must be signed by the tenant and then handed in, emailed or posted to the Council.	Assigning	This is the legal process of passing all your tenancy rights and responsibilities over to another person.	Civil Partner(s)	Two people of the same sex who have registered a civil partnership in accordance with the provisions of the Civil Partnership Act 2004. A person who is living with the tenant as if they are civil partners shall be treated as the tenant’s civil partner.	Domestic Violence	Any violence between current or former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the violence occurs. The violence may include physical, sexual, emotional or financial abuse.
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Assigning	This is the legal process of passing all your tenancy rights and responsibilities over to another person.												
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Domestic Violence	Any violence between current or former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the violence occurs. The violence may include physical, sexual, emotional or financial abuse.												

Exchanging/ Mutual Exchange	Swapping your tenancy with that of another Council or social landlord.
Flexible Tenancy	A fixed term tenancy of up to 5 years.
Fraud	This is when someone gives false information or takes certain action in order to get something which they would not otherwise be entitled to get, for example money, benefits or a tenancy.
Household	All the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time.
Introductory Tenancy	A 12-month probationary period at the start of your tenancy, which can be extended up to a total of 18 months. Provided there are no breaches of tenancy it will convert to a secure or flexible tenancy.
Joint Tenancy	A joint tenancy is when two or more adults (aged 18 or over) are named on the tenancy agreement. Joint tenants have equal rights and responsibilities under the tenancy agreement for the whole of the tenancy. They are both responsible, together and individually, for keeping to these tenancy conditions and paying the rent.
Lodger	Someone who rents a room in your home and shares your facilities under a formal arrangement.
Neighbour	Any adult or child living, even for a short while, in the neighbourhood or local area around the property including any shared areas.
Notice of Possession Proceedings (NOPP)	Introductory tenants who have breached their conditions of tenancy will receive a Notice of Possession Proceedings (NOPP). It means the Council intends to obtain an order for possession from the court to make you leave the property. You will have the right to request a review of the Council's decision.
Notice	This is a formal written document, given either by you or the Council, to end the tenancy agreement. Notices given by the Council would include Proceedings for Possession, Notice to Quit or Notice of Seeking Possession.
Notice of Seeking Possession (NOSP)	This notice means you have breached a condition of your tenancy (secure or flexible) and is the first step in the Council taking legal action to make you comply with your tenancy agreement or face an application to court for possession.
Notice to Quit	A Notice to Quit is a written document informing that the tenancy is going to come to an end. Either the Council or the tenant can issue this. The minimum notice period is normally 28 days.

Possession Order	This is a formal instruction from a court that gives us permission to take action to make you leave the property.
Review	A written or verbal request from you to consider specific facts or matters when either: <ul style="list-style-type: none"> You are appealing against an extension or action to end your introductory tenancy or You are not going to be offered a new tenancy when your flexible tenancy ends
Secure Tenancy	This is a lifetime tenancy so long as you comply with your tenancy agreement.
Serve	To issue and record the delivery of official documents relating to the tenancy.
Service charges	These are charges that must be paid in addition to the rent for the property. They are for services or facilities that you benefit from. Most often these are charged to people who live in properties where there are shared or common facilities that need maintaining, for example lifts and door entry systems, communal lighting or where there are common areas that need cleaning and maintaining.
Shared/ Communal areas	When we use the words 'shared areas' in flats this includes stairs, lifts, landings, foyers or entrance halls, roofs, paved areas, gardens, bin stores, parking bays and other areas that can be used by more than one person living in the same building.
Social or affordable Landlord	This is any landlord that provides rented homes and is registered with the Homes and Communities Agency. This can include councils, housing associations and tenant-run organisations.
Spouse	A person who is living with the tenant as the tenant's wife or husband shall be treated as the tenant's spouse.
Subletting	Entering into a written or spoken agreement with someone to pay you rent for allowing them to live in the property while you live somewhere else or allowing them to live in part of the property while you live in the other part. The person you sublet to is called a subtenant.
Succession	This is when a tenant dies and the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to do this and only in certain circumstances.
The property	This is the building or part of a building that you have the right to occupy under this agreement. It also includes any garden that is part of the tenancy and is

	used only by you and members of your household. It does not include any area that you share.
	<p>Tenancy Fraud</p> <p>Unlawful Sub-letting – When a tenant lets out their council or housing association home without the knowledge or permission of their landlord they are unlawfully subletting.</p> <p>Obtaining Housing by deception – When a person gets a council or housing association home by giving false information in their application, for example not telling the landlord they are renting another council or housing association property, they are committing housing fraud.</p> <p>Unlawful succession – When a tenant dies, there are rules that say what should be done with the tenancy. Wrongly claimed succession is when someone, who is not entitled, tries to take over the tenancy. For example, they might say they lived with the tenant before they died, when in fact they were living elsewhere.</p> <p>Non-Residence – A tenant of a Social or Registered Landlord who ceases to live at the address provided by that landlord may lose their assured tenancy status and lose their right to retain occupation of that property.</p>
	<p>Tenants Handbook</p> <p>A document containing useful information regarding the services you can access as part of your Tenancy with South Derbyshire District Council.</p>
	<p>Transferring</p> <p>This is when you move to another property owned by the Council.</p>
	<p>We, us</p> <p>South Derbyshire District Council and anyone acting on our behalf.</p>
	<p>You or tenant</p> <p>If you are joint tenants the word ‘you’ or ‘tenant’ refers to both tenants but also to either tenant. This is because each of you, as individuals, has complete responsibility for keeping to the terms of the Tenancy Agreement.</p>
<p>Section 2 on page 3 of the existing agreement sets out your rights as an introductory tenant and the process for review and moving to a secure tenancy.</p>	<p>These conditions for Introductory Tenancies only are set out in Section 2 – About your Tenancy Agreement</p> <p>2.15 If you have an introductory tenancy, you will normally become a secure or flexible tenant after a probationary period. The probationary period is usually for one year.</p> <p>As an introductory tenant you do not normally have the right to:</p> <ul style="list-style-type: none"> • Sublet, take in a lodger, assign or exchange any part of the property • Carry out improvements to the property or

	<ul style="list-style-type: none"> • Apply to buy your property. <p>2.16 If we decide to end your tenancy, we must serve a Notice of Proceeding for Possession. This will tell you that we intend to go to court to ask for a Possession Order and will give the reasons why we are taking possession.</p> <p>2.17 If we decide to serve you with a Notice of Proceeding for Possession you have the right to appeal against that decision in writing within 14 days of the date that the Notice was served.</p> <p>2.18 If we apply to court, the court will normally give us a Possession Order.</p>
<p>Section 3 of the existing agreement on page 4 to 10 sets out the standard terms and conditions of the tenancy agreement</p>	
<p>1. Living in the Property</p> <p>a) You must move into the property inside 28 days of the tenancy starting.</p> <p>b) You must use the property as your only and main home. You must use it as a private home only (that is you may not run a business from it without our written permission).</p> <p>c) You must tell us if you will be away from the property for more than 28 days. We will then know you have not abandoned the property.</p> <p>d) If you are away from the property for more than 28 days without telling us we may take action to end your tenancy.</p>	<p>This is now covered in Section 2 – About your Tenancy Agreement and Section 6 – Living in Your Home</p> <p>Keeping to the Tenancy Agreement</p> <p>2.4 This tenancy agreement gives you the right to stay in the property as long as:</p> <ul style="list-style-type: none"> • You do not break any of the conditions of the agreement, • You live in the property as your main home and do not have an interest in any other property, • You have not been ordered to leave the property by a court, or • Your flexible tenancy is about to come to an end. <p>2.5 If you break any of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your property. Before we take action you will be given the opportunity to discuss the matter with your Housing Officer. You will also be given the opportunity to correct the situation.</p> <p>2.6 If you are joint tenants, you are both responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent and charges. (See paragraph 3.8)</p> <p>Moving out permanently or for a short while</p> <p>2.22 You must tell us if you need to live somewhere else or you are going to be away for a while. In normal circumstances we will take no further action. If you go away from the property for more than four weeks without telling us we will assume that you have abandoned the property and we may take action to end your tenancy. If you do go away you must take the appropriate measures to ensure that</p>

	<p>the property is safe for example the water is turned off preventing burst pipes in cold weather.</p> <p>2.23 We have the right to ask you to move or from time to time we may ask you to temporarily move properties.</p> <p>Examples of such reasons are:</p> <ul style="list-style-type: none"> • The property has special adaptations for a disabled or elderly person who no longer lives there, • The property needs to have major repair or renovation work done that would make it impossible or dangerous for you to stay in it while this was being done, • The property has become unsafe for some reason and we need to move you for your own safety, <p>or</p> <ul style="list-style-type: none"> • The property requires demolition. <p>If we need you to move out of your property for such reasons, we will offer you another suitable property to move to. However, if you refuse to move this will be a breach of your tenancy agreement and we can apply to a court to allow us to make you, and anyone living with you, leave the property.</p> <p>Activities in your home</p> <p>6.14 If you want to run a small business from the property you must first get our written permission subject to any regulatory permission. We will not normally refuse permission unless the business could damage the property or cause a nuisance to your neighbours. (See definition of asking permission in section 1)</p> <p>6.15 We can withdraw our permission if we believe your business causes a nuisance.</p>
<p>2. Rent</p> <p>a) You must pay the rent and other charges when they are due. We may change the rent by giving you four weeks' notice in writing and may change other charges by giving you such notice.</p> <p>b) Your rent is due fortnightly in advance. You may pay at the post office, at the Civic Offices, by direct debit or by standing</p>	<p>This is now covered in Section 3 – Paying your Rent (including service charges)</p> <p>3.1 At the beginning of your tenancy the total amount of rent and other charges the Council must receive from you is shown in the contract accompanying this tenancy agreement.</p> <p>3.2 The total amount you must pay may include certain other payments or charges for additional services. These are called service charges. If any of these are included in your rent they will be listed in your offer letter at the beginning of your tenancy and in any further letters you receive about changes to your rent.</p> <p>3.3 From time to time we will change your rent and/or service charges (this will normally be annually</p>

<p>order.</p> <p>c) You may be entitled to Housing Benefit. If you want to claim, you must fill in a Housing Benefit application form or a renewal application, and send all the information we need to assess your application. Send your application to Revenue Services, Civic Offices, Civic Way, Swadlincote, DE11 0AH.</p>	<p>in April). We will write you a letter four weeks in advance of any change, letting you know the new amount you must pay.</p> <p>3.4 You must pay your rent on time. Your rent is due to be paid periodically in advance. Your account must not be paid in arrears. All Universal Credit tenants will require to pay their rent in advance.</p> <p>3.5 You can pay in various different ways. More details on payment methods are shown in the Tenants' Handbook.</p> <p>3.6 If you do not make all your payments on time, we can apply to a court to make you pay your rent. If you are not able to make a payment please contact your Housing Officer.</p> <p>3.7 You must not hold back any rent because you have a dispute with the Council.</p> <p>3.8 If you are joint tenants, you are each responsible for all the rent. We can get back any rent owed for your property from any one person named as a tenant on this agreement, even if that person is no longer living in the property.</p> <p>3.9 Your rent must be paid at all times.</p>
<p>3. Ending the tenancy</p> <p>To end your tenancy, you must give us at least four weeks' notice in writing. The notice will end on a Monday at noon.</p>	<p>This is now covered in Section 9 - Moving home and ending your tenancy</p> <p>If you want to end your tenancy</p> <p>9.5 Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy. In joint tenancies any person that is left in the property should contact the Council immediately they become aware that notice has been served by the joint tenant.</p> <p>9.6 If you want to end your tenancy, you must write to South Derbyshire District Council and you must give us notice at least four weeks before you want to leave the property.</p> <p>9.7 The four weeks' notice must always end on a Sunday.</p> <p>9.8 You cannot normally end your tenancy by passing it on to someone else. This is explained in paragraphs 10.6 and 10.7.</p> <p>Preparing to leave your home</p> <p>9.9 You must leave the property (including the garden) clean and tidy and remove any rubbish or items you do not want to take with you.</p> <p>9.10 You must remove all your possessions from the property (including the garden) unless you have an agreement with us to leave certain items.</p> <p>9.11 You must arrange for the repair of any damage that has been caused deliberately or carelessly by you, any member of your household or a lodger, subtenant, child, visitor or pet. A member of staff will</p>

	<p>assess the property before you leave. If you do not carry out this work or do not do it to a good standard and we have to do the repair, we will charge you the full cost of the work. You are not expected to repair normal 'wear and tear' on the property while you have lived in it.</p> <p>At the end of the tenancy</p> <p>9.12 You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet. Anyone left in occupation will be deemed to be a trespasser.</p> <p>9.13 You must pay all the rent you owe up to the day your tenancy ends.</p> <p>9.14 You will have to pay the full cost of certain repairs and other work you should have done before you left. These will include:</p> <ul style="list-style-type: none"> • Damage caused by you, any member of your household or a lodger, subtenant, child, visitor or pet, • Repairs that are your responsibility to repair. These are set out in your Tenants' Handbook, • Items that are missing, • Correcting any alterations you have done to the property without our permission, or not done to a satisfactory standard, • Removing or disposing of anything you leave, and • Cleaning the property or clearing your garden if not left in a reasonable condition. • Providing a forwarding address <p>9.15 You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.</p> <p>9.16 If you do not return all the keys of the property to the Civic Offices by midday on the Monday immediately after your tenancy ends you will continue to be responsible for paying for the property. This includes keys to doors, windows, garages and sheds.</p>
<p>4. Assigning the tenancy Secure tenants must get our written permission before trying to assign, transfer or exchange their tenancy. Introductory tenants may</p>	<p>This is now covered in Section 9 - Moving home and ending your tenancy and Section 10 - Assigning over your tenancy to someone else Your right to move somewhere else</p> <p>9.1 You can apply to move to another property belonging to South Derbyshire District Council. This is called a transfer (See definition of transferring in section 1). You must complete a form to be accepted</p>

onto the Choice Based Lettings scheme.

9.2 We will not normally allow you to transfer to another property owned by South Derbyshire District Council or any other social landlord, if:

- You owe us any rent or other debts,
- Your property, including the garden, is in poor condition, or
- You have made improvements or alterations to the property without our written permission.

(See paragraphs 4.9 to 4.14 about alterations). (See definition of social landlord in Section 1).

9.3 You can ask to see a summary of how we decide who gets offered a South Derbyshire District Council home. You can get a copy of our Allocations Policy from:

Housing Services
South Derbyshire District Council
Civic Offices
Swadlincote
Derbyshire
DE11 0AH

9.4 If you are a secure or flexible tenant, you can apply to exchange properties with another South Derbyshire District Council tenant or a tenant of a housing association or another local council. (See paragraphs 10.8 to 10.11 about exchanging)

Succession

10.1 In the event of death, there may be a legal right of succession. Succession can only take place under the limited provisions detailed in the Housing Act 1985.

10.2 Provisions governing succession are detailed in the Council's Tenancy Policy and all successions will be managed in line with Tenancy Policy.

Assignment

10.3 In some special situations you can pass on your tenancy to someone else. This will be done by assigning the tenancy (See definition of assigning in section 1). You need to meet the relevant criteria set out in law and we will grant permission and update the tenancy agreement. If you try to hand over the tenancy to someone else without our permission we can apply to a court to make you, and anyone living

	<p>at the property leave.</p> <p>10.4 You cannot hand over your tenancy to another member of your household because of a divorce or relationship breakdown. If the matter goes to court, the court will make the decision based on the following:</p> <ul style="list-style-type: none"> • Matrimonial Causes Act 1973, Section 24; • Matrimonial and Family Proceedings Act 1984, Section 17(1); • Paragraph 1 of Schedule 1 to the Children Act 1989; • Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004; <p>Mutual exchanges</p> <p>10.5 If you are a secure or flexible tenant, you can exchange homes with another South Derbyshire District Council tenant or a tenant of a Registered Provider or another local council but you must get our permission in writing first. This is called an exchange (See definition of exchanging and asking permission in section 1).</p> <p>10.6 We cannot refuse permission to exchange unless there is a good reason. Examples of such reasons are:</p> <ul style="list-style-type: none"> • We are in the process of taking legal action because you are in rent arrears, or because we need to move you or the tenants of the other property involved to another property, • One of the homes has special adaptations for a disabled or elderly person and no one moving into the property needs the adaptations, • One of the properties would become overcrowded, • One of the properties would be too large for the household moving in, or • One of the properties is part of a supported housing scheme and the household moving in would be too young for supported housing. <p>10.7 We can withdraw the permission for the exchange based on 10 grounds of Schedule 2 of the Housing Act.</p> <p>10.8 It is illegal to pay someone to exchange properties with you. If you do this we can apply to a court to allow us to make you, and anyone living with you, leave the property.</p>
<p>5. Lodgers and sub-tenants A lodger is someone who lives in your home and you also provide other services to, for example cooking and cleaning. A</p>	<p>This is now covered in Section 2 – About your tenancy agreement, Section 5 – Your Neighbours and Community, Section 6 - Living in your home and Section 9 - Moving home and ending your tenancy</p> <p>For Introductory Tenancies only</p>

<p>sub-tenant is someone who is renting part of your home from you.</p> <p>If you are a secure tenant, you may take in lodgers and sub-tenants, but you:</p> <p>a) must get our written permission before subletting, or giving up possession of, part of the property. We will not refuse permission unreasonably.</p> <p>b) must give us the names of any lodgers you take in or sub-tenants.</p> <p>c) are responsible for their actions and behaviour. You are responsible for removing them from the property, even if you have already left the property.</p> <p>Introductory tenants must not take in lodgers or sub-tenants.</p>	<p>2.15 If you have an introductory tenancy, you will normally become a secure or flexible tenant after a probationary period. The probationary period is usually for one year.</p> <p>As an introductory tenant you do not normally have the right to:</p> <ul style="list-style-type: none"> • Sublet, take in a lodger, assign or exchange any part of the property • Carry out improvements to the property or • Apply to buy your property. <p>Behaviour of members of your household, your visitors and pets</p> <p>5.4 As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family, and any other people living at your home, including friends or visitors to your home. You will also be held responsible if you incite instruct allow or encourage anyone to act for you.</p> <p>Who can live in the property with you?</p> <p>6.3 You must let us know who is living with you, their details and their relationship to you.</p> <p>6.4 You can take in lodgers as long as your property is not considered to be overcrowded. As an introductory tenant, you don't have the right to sublet your home or to take in lodgers.</p> <p>6.5 If you are a secure or flexible tenant you can ask to sublet part of your property while you live in only part of it. You must write to your Housing Officer asking for our permission and you must not sublet until you have received our permission in writing. We will not give permission for you to sublet the whole of the property and live somewhere else. (See definition of subletting and asking permission in section 1)</p> <p>6.6 You will be responsible for the behaviour of any lodger or subtenant who lives in the property.</p> <p>At the end of the tenancy</p> <p>9.12 You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet. Anyone left in occupation will be deemed to be a trespasser.</p>
<p>6. Behaviour of tenants You, your partner or any other member of your household, including lodgers, sub</p>	<p>This is now covered in Section 5 – Your Neighbours and Community, Section 6 - Living in your home and Section 9 - Moving home and ending your tenancy</p>

tenants and visitors to the property, must:

- a) not behave, in and around the property, in a way which causes or is likely to cause undue nuisance or annoyance to neighbours. This includes playing loud music or allowing a dog to bark loudly or for too long.
- b) not behave in a way which harasses, abuses or threatens your neighbours because of their colour, race, religion, nationality (including citizenship), ethnic or national origins or the state of their physical or mental health.
- c) have our permission in writing before carrying on any business from the property. **Introductory tenants may not carry on any business from the property.**
- d) not repair motor vehicles on the property, or on land belonging to the Council at unsocial hours; or regularly; or for financial gain.
- e) not make false or malicious complaints to us about the behaviour of any other tenant who lives near the property, including their family, or visitors.
- f) care for the property. You must not damage, deface or put graffiti on the property; and you must decorate the inside parts at regular intervals.
- g) care for the garden in a reasonable way and to a reasonable standard, including cutting back hedges regularly.
- h) not move or remove boundary hedges and fences without our written permission.

What you can expect

5.1 You have the right to quiet enjoyment of the property as long as you do not upset people living near you. This means you have the right to expect to be treated with respect by your neighbours. (See definition of neighbour in section 1)

5.2 If you feel able you should first try to resolve neighbour issues between you and your neighbours. We will help through mediation to try and resolve problems with any differences you have with neighbours. We may take legal action when we can and if we consider it appropriate.

Behaviour of members of your household, your visitors and pets

5.3 You must act reasonably and have consideration for your neighbours. We will not tolerate anti-social behaviour, harassment, domestic violence or domestic abuse and we will take firm action to deal with those carrying out this unacceptable behaviour.

5.4 As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family, and any other people living at your home, including friends or visitors to your home. You will also be held responsible if you incite instruct allow or encourage anyone to act for you.

5.5 You must make sure that you, your family, any other people living at your home, friends or visitors do not cause, or behave in such a way as is likely to cause, harassment, alarm, distress, a nuisance, an annoyance, or disturbance to anyone in South Derbyshire, including people in the locality of your property and other tenants or residents, either directly or indirectly. This includes but is not limited to any direct or indirect communication by letter, telephone, text message, email or social media (such as Facebook or Twitter).

5.6 Cause or behave in such a way as is likely to cause harassment, alarm, distress, a nuisance, annoyance, or disturbance to anyone in South Derbyshire, including people in the locality of your property, because of colour, race, ethnic origin, sexuality, disability, health, age, religion, culture, immigration status, gender, or for any other reason.

5.7 Engage in conduct which is detrimental to vulnerable individuals or groups of individuals including, but not limited to, the elderly, those with physical or mental health disabilities, or children.

5.8 Make threats, harass, be violent or abusive towards any South Derbyshire District Council employee, any contractor or anyone working on our behalf, any consultant or District or Parish Councillor either directly or indirectly, by letter, telephone, text message, email or social media (such as Facebook or Twitter). This includes when you telephone or visit any Council office, if you are visited at your home, or in any other situation.

5.9 Use your home or neighbourhood for any activity which is unlawful including, but not limited to

- i) not keep any animals or birds, except for up to one cat and dog on the property without first getting our written permission. If you live in a flat with a communal entrance you must not keep any animals or birds.
- j) Properly control and care for any pets that you are keeping with our permission.

You must

- k) not abuse, physically, sexually, or mentally, your partner or any other member of your household including lodgers and visitors to the property.
(Introductory tenants may not take in lodgers or sub-tenants)

drug dealing, drug production, consuming illegal drugs, storing stolen goods or contraband, benefit fraud, obtaining goods fraudulently, for sexual offences, or for the storage or keeping of illegal guns or other weapons. This clause applies irrespective of whether there is a prosecution and or conviction of criminal offence.

5.10 Cause any damage to items such as fixtures and fittings belonging to South Derbyshire District Council. You will be charged the cost of replacement. This includes writing graffiti on our property or items.

5.11 You must get rid of rubbish or unwanted items from the property (including the garden) by using the collection service provided by the Council or by taking them to one of the waste recycling centres. You must not leave any rubbish or unwanted items in public areas. You must only leave refuse outside the property on the actual day the collection service comes to your area or on the evening before.

5.12 You must not allow your pets to foul public areas. You must collect any faeces and dispose of them in a hygienic way.

5.13 You must make sure that your home is smoke-free when employees of South Derbyshire District Council, or our agents or contractors, attend your home by appointment. This is to ensure the health and safety of our staff and others that we ask to visit your home.

Pets

6.7 We will allow you to keep one domestic pet with our permission in a house or bungalow, see paragraph 6.11 for flats. However, should you want to keep more than one pet you must obtain written permission from Housing Management Team. (See definition of asking permission in section 1). We will only give permission for you to keep additional pets if the property is suitable. We will always allow an assistance dog for a member of your household.

6.8 Cockerel(s) will not be permitted to be kept in domestic gardens.

6.9 You must be a responsible owner and your pet or pets must not annoy, disturb, or attack other people, or cause damage to the property and you must provide adequate fencing to prevent your animal from straying beyond your boundary.

6.10 We will not normally give permission for a dog or cat in a flat that shares a communal entrance.

6.11 You will always require permission to keep any pets in a communal flat.

6.12 We can ask you to re-home your pet or pets if they are causing a nuisance or you are not a responsible owner.

6.13 You (and anyone living with you) must not keep (or allow your visitors to bring into the area) any breed of dog named as dangerous in section 1 of the Dangerous Dog Act 1991.

	<p>Activities in your home</p> <p>6.14 If you want to run a small business from the property you must first get our written permission subject to any regulatory permission. We will not normally refuse permission unless the business could damage the property or cause a nuisance to your neighbours. (See definition of asking permission in section 1)</p> <p>6.15 We can withdraw our permission if we believe your business causes a nuisance.</p> <p>Use of your garden</p> <p>6.16 You must keep your garden tidy by cutting the lawn and trimming the hedges and bushes and by keeping it free of rubbish and unacceptable weed growth.</p> <p>6.17 You must not park a motor vehicle or trailer, caravan or boat anywhere in your garden without our written permission. If we give permission you will need to arrange for a builder to construct a drive or hard standing and a dropped kerb and to pay the cost of getting this done. (See definition of asking permission in section 1)</p> <p>6.18 You must get our written permission before you erect things like sheds, garages, aerials or satellite dishes, or if you want to carry out major landscaping or construct a pond subject to any regulatory permission. (See definition of asking permission in section 1)</p> <p>6.19 You are responsible for making sure that your gardens, yards, hedges, fences and gates, garages and other outbuildings at your home are maintained in a good and tidy condition and are kept free from refuse or unwanted items, including as follows:</p> <ul style="list-style-type: none"> • Hedges should be cut and kept at a maximum height of 2 metres at the back of the premises and 2 metres at the front of the premises. Where the hedge(s) form a boundary with an alleyway, a neighbour, and/or public pathway you will be responsible for keeping the hedge trimmed to allow access. <p>If you fail to maintain your garden to a reasonable standard as per 6.16 we may consider enforcement action against you. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the Council if you fail to maintain your garden.</p>
<p>7. Additions and alterations Secure tenants must get our written permission before carrying out any</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>Alterations</p>

<p>improvements to the property, including altering or adding to it. You must not put up structures such as sheds, garages or pigeon lofts anywhere on the property without our written permission. We will not refuse permission unreasonably. You should keep receipts for any work carried out (see 21 Tenants Right to Compensation for Improvements). Introductory tenants may not alter or add anything to the property, or put up structures such as sheds, garages or pigeon lofts anywhere on the property.</p>	<p>4.9 If you are an introductory tenant you would not normally be permitted to make any alterations to the property.</p> <p>4.10 If you are a secure or flexible tenant you must obtain our written permission before any alterations can be carried out (see more details in the Tenants’ Handbook).</p> <p>4.11 If you are a secure or flexible tenant:</p> <ul style="list-style-type: none"> • You may carry out improvements or changes to the property as long as you get our permission in writing before you start any work, • We will not refuse permission unless there is a good reason, • You are responsible for repairs to any changes you make unless you have an agreement for us to repair and maintain them, and • You can sometimes get compensation when you leave the property for changes you have made and you have followed the Council’s procedure in making those changes. This only applies to certain types of improvement and does not apply to flexible tenancies. <p>4.12 Any additions, alterations, replacements or improvements involving a gas fired appliance, or gas supply pipes or fittings, must be carried out by a Gas Safe registered engineer and the appropriate certification provided to the Council.</p> <p>4.13 Any additions, alterations, replacements or improvements to the electrical systems, must be carried out by a registered competent person and the appropriate certification provided to the Council.</p> <p>4.14 If you make any improvement or alteration to the property without our written permission, we may tell you to return the property to how it was before. If you don’t do as we ask, we will do the work and make you pay for it. We may also take any necessary legal action.</p>
<p>8. Access We have the right to enter your property to carry out our duties, and to make sure you are keeping to your duties, under this agreement. If we give you at least 24 hours’ notice you must, at all reasonable times, allow us, our agents, our contractors, and any other service provider to enter any part of the property. You may accept a shorter period of notice if you wish. In an emergency, we do not</p>	<p>This is now covered in Section 6 – Living in your home.</p> <p>Access</p> <p>6.21 You will allow our staff, our agents, our contractors or anyone else working on our behalf, and companies who provide utilities (including gas, electricity and water) access to your home to carry out any necessary inspections or maintenance or repairs, or for any other reasonable purpose. In addition, you must allow access to members of the Fire Service or Police for the purposes of inspection and/or assessment, or carrying out essential work. In cases where we consider it an emergency, and need to access your property due to health and safety risks, notice may not be given and we may enter your property. Your property will however, be secured following entry. In cases of non-emergency you will</p>

<p>have to give you any notice. You will be breaking this tenancy agreement if you prevent access, or make access difficult, to any part of the property by:</p> <ul style="list-style-type: none"> • Refusing permission; or • Blocking access by furniture, other possessions or stored items; or • Unhygienic conditions. 	<p>usually be given a minimum 24 hours' notice unless there is an emergency and this is not possible.</p>
<p>9. Communal Wiring Some types of cables (for example, telephone, alarm systems, group television aerials) may be in the roof space of the property. If so, from time to time, you must allow our authorised agents and engineers access to service these installations. We will normally arrange this with you beforehand. You will be breaking this tenancy agreement, after we have written to you three times for permission you prevent this access, or make it difficult, by:</p> <ul style="list-style-type: none"> • Refusing permission; or • Blocking access by furniture, other possessions or stored items; or • Unhygienic conditions. 	<p>This has been removed from the agreement and will be covered by 6.21 Access (see above)</p>
<p>10. Parking Vehicles You must not park any motor vehicles or caravans: a) on grass verges b) in a way which blocks the access to a neighbouring property c) on the garden of the property, or d) on land that we maintain for public enjoyment, leisure or recreation, without our written permission.</p>	<p>This is now covered in Section 6 – Living in your home.</p> <p>Parking and cars</p> <p>6.20 You, members of your household and visitors must:</p> <ul style="list-style-type: none"> • Park considerately and follow any parking restrictions, signs and markings in the area around the property, • Not park or drive on the grass verges near the property or anywhere that could block access by the emergency services,

	<ul style="list-style-type: none"> • Not carry out car repairs on communal land around the property, on car parking areas or on the road, • Not park illegal, un-roadworthy or untaxed vehicles on the property, on the land around or next to the property, on car parking areas or on the road, verges or pavements. • Not keep, store or park a caravan, boat, trailer or large commercial vehicle in your garden or in any shared parking area without getting our permission in writing beforehand.
<p>11. Hardstandings and garage accesses You must not begin any work on a new hardstanding or garage access without our written permission, and that of the County Council or other statutory authority. This includes dropping the kerb outside the property.</p>	<p>This is now covered in Section 6 – Living in your home.</p> <p>6.19 You are responsible for making sure that your gardens, yards, hedges, fences and gates, garages and other outbuildings at your home are maintained in a good and tidy condition and are kept free from refuse or unwanted items, including as follows:</p> <p>Parking and cars</p> <p>6.20 You, members of your household and visitors must:</p> <ul style="list-style-type: none"> • Get our permission in writing before you build a hard standing for parking, and you must keep to all other regulations. If we give permission you will need to arrange for a builder to construct a drive or hard standing and a dropped kerb and to pay the cost of getting this done. (See definition of asking permission in section 1)
<p>12 Damage to the property a) You must carry out repairs or replacements to our reasonable satisfaction, needed because of any damage to the property (other than fair wear and tear). This applies whoever causes the damage, unless the Police are pursuing the matter as criminal damage. b) If we carry out this work for you, you must pay the whole cost of the repair, or replacement, arising from the damage. c) You must take all reasonable precautions to prevent damage to the</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>4.7 You must arrange, and if necessary pay for, the repair or replacement of any part of the property that is damaged deliberately, carelessly or neglectfully by you, a member of your household, visitor or animal. If, for reasons of safety or security, we have to do the repair, we will charge you the full cost of the work including an administrative charge and VAT as applicable. (See definition of household in section 1)</p>

<p>property by fire, frost, burst water pipes or blocked drains.</p>	
<p>13 Repairs and Renewals</p> <p>a) You must tell us about any repair or replacement, which is our responsibility. We are responsible for repairs and replacements to:</p> <ul style="list-style-type: none"> • The structure and outside of the property, including outside doors and window frames. • The services inside the property, including heating and hot water supply, and electrical services (but not fuses and plugs) • Water and gas supply, sanitary fittings and drainage inside the boundary of the property (but not toilet seats; plugs and chains; seals around baths; wash hand basins and sinks; and blocks sinks; bath and wash basins) • Those parts of the building shared with other tenants including lifts, fire precautions and firefighting equipment • Fencing or hedging to the boundaries of the property for which we have responsibility. We will define these when the tenancy starts, and we may redefine them later by writing to you. <p>b) You must keep the inside of the property decorated. This includes making good decorations after repairs. You must</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>4.1 We will repair and maintain:</p> <ul style="list-style-type: none"> • The structure and outside of the building including, for example, drains, gutters, outside pipes, windows and doors, kitchen and bathroom fittings we have provided, • Any electrical wiring and gas and water pipes and installations we have provided, • Any heating equipment and water-heating equipment we have provided (or taken responsibility for), and • Any shared areas around your property. (See definition of shared areas in section 1) <p>4.2 We will do repairs within a reasonable time. When you report a repair, we will tell you how soon we will get the work done. This will depend on how urgent it is. Response time categories are given to different types of repairs.</p> <p>4.3 You have the ‘right to repair’ for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. More information is in the Tenants’ Handbook.</p> <p>4.4 We can, in special circumstances, move you out of the property to carry out essential work. This could be because the property needs to be empty for major building repairs, for complete redevelopment or because it has to be demolished. Your move could be permanent or temporary but we will always offer you a suitable alternative property. You will usually get compensation or help with the cost of moving, or both. You should also read paragraph 2.23.</p> <p>What you must do</p> <p>4.5 You must report any faults, repairs or damage to the property (including criminal damage) as soon as possible. If it is criminal damage you should report this to the police and get a crime reference number. We will recharge you for any repairs carried out due to you not taking appropriate measures to prevent damage.</p> <p>4.6 You must allow us into the property if we need to inspect it or to carry out repairs, improvements, gas servicing, or safety inspections. We will give you reasonable warning unless it is an emergency. If you do not let us in we will take legal action to make you let us in or to allow us to make a</p>

<p>also keep in a reasonable condition any fencing or hedging to the boundaries of the property which you are responsible for. We will define these when the tenancy starts, and may re-define them later by writing to you.</p> <p>c) Unless you are 65 years or over, or are disabled, you are responsible for carrying out the following minor items of household repair or renewal (this list may be changed from time to time):</p> <ul style="list-style-type: none"> • Flexible hoses and bayonet fittings to gas appliances • Broken glass in windows and doors • Unblocking waste pipes • Electric fuses • Smoke alarm batteries • All door keys • Garage door padlocks • All fixtures and fittings you have installed. <p>d) If we have to carry out repairs and renewals that are your responsibility under paragraph 13 (c), you must pay us all our costs.</p> <p>e) You must make sure that any electrical work is carried out by a NICEI registered electrician, and any gas work by an engineer registered with both CORGI and ACOP.</p>	<p>forced entry into the property.</p> <p>4.7 You must arrange, and if necessary pay for, the repair or replacement of any part of the property that is damaged deliberately, carelessly or neglectfully by you, a member of your household, visitor or animal. If, for reasons of safety or security, we have to do the repair, we will charge you the full cost of the work including an administrative charge and VAT as applicable. (See definition of household in section 1)</p> <p>4.8 You are responsible for keeping the inside of the property in a good condition including the internal decoration and minor repairs and replacements. You must maintain any boundary fences or walls belonging to the property other than those that border a public open space. You will be notified which boundaries belong to the property at the start of your tenancy. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the Council if you fail to maintain your garden.</p> <p>Gas Servicing</p> <p>4.15 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) every 12 months. In accordance with 6.23 (Access), we will give you written notice when we need access to your home for these purposes.</p> <p>4.16 However, in cases where we are unable to get access, despite written requests in accordance with our written policy, we will take the required legal action to gain access. In such cases we will immediately re-secure your home and rectify any damage caused. We will recharge you for the additional costs incurred.</p>
<p>14. Aerials, satellite dishes and other structures</p> <p>a) You must first get our written permission before you put up a radio,</p>	<p>This is now covered in Section 6 – Living in your home.</p> <p>6.18 You must get our written permission before you erect things like sheds, garages, aerials or satellite dishes, or if you want to carry out major landscaping or construct a pond subject to any</p>

<p>television or other aerial, satellite dish, shed, greenhouse, garage, or other structure on the property.</p> <p>b) Aerials and satellite dishes must be fixed in a proper manner to brickwork or gable walls in a way that causes the least damage to the brickwork or rendering.</p> <p>c) If your property has rendered walls, you must keep to the guidelines we send you when we give our written permission.</p> <p>d) The coaxial cable from the aerial should be run on the surface of the outside walls. Newer properties will have a coil of cable in the roof space to fix the aerial lead to. There will also be an aerial socket outlet in the living room.</p> <p>e) You must pay for putting right any damage caused by the installation of a television aerial/cable or a satellite dish.</p>	<p>regulatory permission. (See definition of asking permission in section 1)</p>
<p>15. Safety and security</p> <p>a) You must not tamper or interfere with equipment for the supply of services, or other security and safety equipment. Communal doors must not be jammed open. This also applies to anyone living with or visiting you.</p> <p>b) You must keep or use only the amount of bottled gas, paraffin, petrol, or other dangerous material that you reasonably need for normal domestic use. This applies in the property and in any communal areas, and to anyone living with or visiting you.</p> <p>c) You must not make, bring into or store</p>	<p>This is now covered in Section 7 – Health, Safety and Hygiene.</p> <p>7.1 Anyone that we send to your home will carry official identification. You should always ask to see identification before letting anyone you do not know into your home. If you are in any doubt please check with the Housing Services that the caller is genuine.</p> <p>7.2 You must keep the property in clean and hygienic condition and use the fittings responsibly.</p> <p>7.3 You must keep the shared areas of blocks of flats secure by using the security systems properly and not letting strangers in without identification.</p> <p>7.4 You must put your rubbish out using any bins provided by the Council and take it to the correct place on the day that the collection service comes to your area. (See paragraph 5.7)</p> <p>7.5 You must not keep mopeds or motorbikes inside the property or indoor-shared areas.</p> <p>7.6 You must not keep or leave anything in shared areas where they could block landings, stairs or entrances. This includes bikes, pushchairs, plants, mobility scooters and pet cages.</p> <p>7.7 You must not keep any dangerous liquids or materials in the property (including in the garden) that could harm other people, or catch fire or explode. In particular you must not use bottled gas,</p>

<p>in or around the property, anything which is dangerous to you or others, or which may cause or is likely to cause a nuisance to others.</p>	<p>paraffin, petrol or anything else that may be dangerous or a fire risk, in the building or in a shared area. This would exclude oxygen containers that are used for medical purposes (which you will need to make your Housing Officer aware of).</p> <p>7.8 You must take reasonable action to prevent pipes from freezing and bursting and to prevent damage to the property by fire or explosion.</p> <p>7.9 You must allow our employees or contractors working for us into the property to inspect it or to carry out safety inspections on gas servicing. We will give you at least 24 hours' notice unless it is an emergency. (See paragraph 6.21)</p> <p>7.10 You or anyone residing or visiting your home must not:</p> <ul style="list-style-type: none"> • Take or abstract electricity from the mains illegally. This includes using communal electricity, bypassing a meter, or using electricity from a supply that does not belong to the property • Tamper with or damage gas or electricity supplies, meters, smoke detectors or any other equipment provided by the landlord, its agent or contractors • Allow an accumulation of personal property in your home that may obstruct an inspection conducted by or on behalf of South Derbyshire District Council, cause structural damage to the property, or pose an environmental health risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items we may enforce clearance by obtaining a court order
<p>16. Your right to possession We will not interfere with your right to possession of the property as long as: a) it does not go against our responsibility for making the best use of our housing stock. b) you keep to your responsibilities under this tenancy agreement.</p>	<p>This is now covered in Section 2 – About your Tenancy Agreement and Section 6 – Living in your home.</p> <p>2.4 This tenancy agreement gives you the right to stay in the property as long as:</p> <ul style="list-style-type: none"> • You do not break any of the conditions of the agreement, • You live in the property as your main home and do not have an interest in any other property, • You have not been ordered to leave the property by a court, or • Your flexible tenancy is about to come to an end. <p>2.5 If you break any of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your property. Before we take action you will be given the opportunity to discuss the matter with your Housing Officer. You will also be given the opportunity to correct the situation.</p> <p>2.6 If you are joint tenants, you are both responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent and charges. (See paragraph 3.8)</p> <p>6.1 You can expect to live in the property without being disturbed by us, unless we have good</p>

	<p>reasons. However, we have the right to be allowed into the property to carry out certain repair and maintenance work or inspections and gas safety checks. See paragraph 4.1 for details of the work we must do.</p> <p>6.2 In an emergency we can force entry into the property if we believe someone is in danger or there is a risk that the property or other properties could be badly damaged.</p>
<p>17. Repairs We will keep the property in reasonable repair except for those items, which are your responsibility. In flats, we will maintain communal areas.</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>4.1 We will repair and maintain:</p> <ul style="list-style-type: none"> • The structure and outside of the building including, for example, drains, gutters, outside pipes, windows and doors, kitchen and bathroom fittings we have provided, • Any electrical wiring and gas and water pipes and installations we have provided, • Any heating equipment and water-heating equipment we have provided (or taken responsibility for), and • Any shared areas around your property. (See definition of shared areas in section 1) <p>4.2 We will do repairs within a reasonable time. When you report a repair, we will tell you how soon we will get the work done. This will depend on how urgent it is. Response time categories are given to different types of repairs.</p> <p>4.3 You have the ‘right to repair’ for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. More information is in the Tenants’ Handbook.</p> <p>4.4 We can, in special circumstances, move you out of the property to carry out essential work. This could be because the property needs to be empty for major building repairs, for complete redevelopment or because it has to be demolished. Your move could be permanent or temporary but we will always offer you a suitable alternative property. You will usually get compensation or help with the cost of moving, or both. You should also read paragraph 2.23.</p>
<p>18. Consultation We will consult you if you are likely to be affected by proposed changes in, or additions to, the way we manage our housing. We will only consult you in situations set out in the 1985 Housing Act. We will not consult you about changes to</p>	<p>This is now covered in Section 8 – Communication and Consultation</p> <p>How we will treat you</p> <p>8.1 Our staff and anyone contracted to work for us will be polite and considerate to all our customers.</p> <p>8.2 You have rights under the Data Protection Act. The Council will respect these rights in all</p>

your rent or service charges.

19. Changes to these conditions of tenancy

We will change the conditions of this tenancy agreement where they apply to secure tenants by sending them a “Notice of Variation”. We will first tell secure tenants about the effect of the change and take into account any comments we receive from them.

circumstances where they do not have a duty to pass information to other public organisations.

8.3 The Council has a duty to share with other public organisations (for example the police, other departments of the Council, or the Department of Works and Pensions) certain information you give us or someone else gives us about you. This is done where the information given could help prevent or detect fraud or help prevent risks to the health or safety of anyone living in one of our properties. (See definition of fraud in section 1)

8.4 You have the right to see any information we have about you and your tenancy. You can get copies of the information from us but we have the right to charge you an administration fee. You will not be allowed to see any information that does not concern you directly or is confidential and has been provided by a third party, or concerns someone else.

Consulting you about things that affect you

8.5 We will work in partnership with our tenants when planning changes to our housing services.

8.6 We will carry out regular surveys to find out from you and any tenant representatives whether we are providing you with a good standard of service.

8.7 We must ask your views about any plans we have that will significantly affect the property you live in, the services we provide, or your housing situation.

Such plans may be to:

- Carry out modernisation or improvement work to the property or your estate,
- Change a policy that affects the way we provide services to you, or
- Change the facilities or level of services we provide to you.

8.8 The way we consult you will depend on the kind of work we plan to do. If it affects the property you live in we will write to or talk to you personally. If it involves an area or group of tenants, we may use a more general way of discussing with tenants and leaseholders, for example holding meetings or discussing with representatives of your local tenant and residents’ associations.

8.9 We must ask your views about any major changes we plan to make to this Tenancy Agreement. We will write to you personally asking for your views and giving you a set time in which to respond. Once we have finished consulting everyone involved, we will write to you to tell you if the changes are to go ahead.

8.10 We can introduce new minor rules and regulations in response to new concerns of tenants, the landlord or the police without asking your views. These might be in relation to such matters as anti-social

	<p>behaviour or repairs.</p> <p>8.11 We will write and tell you at least four weeks before you need to start paying any new amount of rent or service charge.</p> <p>8.12 We will keep you informed about how well we are doing on certain aspects of our work. We will normally send you an Annual Report every year that describes our work and performance. It will tell you how we pay for the service and how we spend your money.</p> <p>If you need to complain to us</p> <p>8.13 You have the right to complain about any of the services we provide. We will deal with complaints as quickly as we can.</p> <p>8.14 If you need to make a complaint, you should contact us as soon as possible. If it is a serious complaint you should follow our formal complaint procedure. This sets out a very clear way for both you and us to behave, to make sure that the complaint is handled correctly.</p>
<p>20. Tenants’ Right to Repair Section 96 of the 1985 Housing Act gives you the right to make certain repairs which are our responsibility. You may reclaim the whole, or a percentage of the costs. You can get details of the scheme from Housing Services, Civic Offices, Civic Way, Swadlincote.</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>4.3 You have the ‘right to repair’ for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. More information is in the Tenants’ Handbook.</p>
<p>21. Tenants’ Right to Compensation for Improvements Section 99 of the 1985 Housing Act gives you the right to claim compensation from the Council for some improvements you have carried out to your home at your expense. If you qualify you may reclaim a percentage of what you paid. You should keep receipts for any improvement work you have carried out. These will help us to decide whether you qualify for</p>	<p>This has stayed the same in Section 4 – Repairs and Maintenance</p> <p>Tenants’ Right to Compensation for Improvements</p> <p>4.18 Section 99 of the 1985 Housing Act gives you the right to claim compensation from the Council for some improvements you have carried out to your home at your expense. If you qualify you may reclaim a percentage of what you paid. You should keep receipts for any improvement work you have carried out. These will help us to decide whether you qualify for compensation.</p>

compensation.	
	<p>Additional sections in the new tenancy agreement</p> <p>Section 2 - About your Tenancy Agreement</p> <p>2.1 By signing this agreement you are agreeing to become our tenant and as such the conditions of this agreement will become legally binding on you as a tenant and us as a landlord.</p> <p>2.2 This tenancy agreement applies to introductory tenants, secure tenants and flexible tenants and makes it clear that certain conditions only apply to the specific type of tenancy. Please ensure you are aware of the type of tenancy that you will convert to on the satisfactory completion of your introductory tenancy.</p> <p>2.3 Conversion to a flexible tenancy or secure tenancy on the satisfactory completion of an introductory tenancy will be made in accordance with our current Tenancy Policy.</p> <p>For Flexible Tenancies only (in line with the Tenancy Policy)</p> <p>2.19 We will review your tenancy at least 12 months before it is due to end.</p> <p>2.20 If we decide not to grant you another tenancy at the end of your current tenancy we must give you at least 6 months' notice in writing and advise you of the reasons. We may ask you to move to another property that is more suitable to your needs at that time.</p> <p>2.21 You have the right to request a review of the decision not to grant you another tenancy within 21 days of the written notice being served.</p> <p>Section 4 - Repairs and Maintenance</p> <p>Insurance</p> <p>4.17 You are responsible for having adequate contents insurance to cover your possessions and belongings against loss, criminal or accidental damage. We are only responsible for insuring the structure of your home and any out buildings. (The Council administers a contents insurance scheme. See the Tenants' Handbook for further details)</p> <p>Section 9 – Moving home and ending your tenancy</p> <p>If you want to end your tenancy</p>

9.5 Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy. In joint tenancies any person that is left in the property should contact the Council immediately they become aware that notice has been served by the joint tenant.

9.6 If you want to end your tenancy, you must write to South Derbyshire District Council and you must give us notice at least four weeks before you want to leave the property.

9.7 The four weeks' notice must always end on a Sunday.

9.8 You cannot normally end your tenancy by passing it on to someone else. This is explained in paragraphs 10.6 and 10.7.

Preparing to leave your home

9.9 You must leave the property (including the garden) clean and tidy and remove any rubbish or items you do not want to take with you.

9.10 You must remove all your possessions from the property (including the garden) unless you have an agreement with us to leave certain items.

9.11 You must arrange for the repair of any damage that has been caused deliberately or carelessly by you, any member of your household or a lodger, subtenant, child, visitor or pet. A member of staff will assess the property before you leave. If you do not carry out this work or do not do it to a good standard and we have to do the repair, we will charge you the full cost of the work. You are not expected to repair normal 'wear and tear' on the property while you have lived in it.

At the end of the tenancy

9.12 You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet. Anyone left in occupation will be deemed to be a trespasser.

9.13 You must pay all the rent you owe up to the day your tenancy ends.

9.14 You will have to pay the full cost of certain repairs and other work you should have done before you left. These will include:

- Damage caused by you, any member of your household or a lodger, subtenant, child, visitor or pet,
- Repairs that are your responsibility to repair. These are set out in your Tenants' Handbook,
- Items that are missing,

- Correcting any alterations you have done to the property without our permission, or not done to a satisfactory standard,
- Removing or disposing of anything you leave, and
- Cleaning the property or clearing your garden if not left in a reasonable condition.
- Providing a forwarding address

9.15 You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.

9.16 If you do not return all the keys of the property to the Civic Offices by midday on the Monday immediately after your tenancy ends you will continue to be responsible for paying for the property. This includes keys to doors, windows, garages and sheds.

REPORT TO:	HOUSING AND COMMUNITY SERVICES	AGENDA ITEM: 10
DATE OF MEETING:	4th FEBRUARY 2016	CATEGORY: RECOMMENDED
REPORT FROM:	DIRECTOR OF COMMUNITY AND PLANNING	OPEN PARAGRAPH NO:
MEMBERS' CONTACT POINT:	MALCOLM ROSEBURGH x5774 malcolm.roseburgh@south-derbys.gov.uk	DOC:
SUBJECT:	CHESTNUT AVENUE COMMUNITY FACILITY	REF:
WARD(S) AFFECTED:	MIDWAY	TERMS OF REFERENCE: HCS07

1.0 Recommendations

- 1.1 To recommend to Finance and Management Committee a start-up revenue budget of £32,889 in 2016/17, £16,875 in 2017/18 and £13,572 in 2018/19 to manage the Council's new community facility at Chestnut Avenue.

2.0 Purpose of Report

- 2.1 A new community facility is being built at Chestnut Avenue with an expected completion and handover to the Council in late Summer of 2016. The report seeks to gain approval for a 3 year revenue budget including year 1 start-up costs in order to manage the facility.

3.0 Executive Summary

- 3.1 N/A

4.0 Detail

- 4.1 On 21st June 2012 Committee approved in principle the sale of land at Chestnut Avenue, Midway with the receipt to be invested directly into the provision of new leisure and community facilities on the retained land at Chestnut Avenue Recreation Ground.
- 4.2 In March 2014 committee approved that Strata Homes (Yorkshire) Limited be selected as the preferred developer for the sale of the residential land and construction of the leisure facilities at the Chestnut Avenue site and further, that subject to planning consent, approval be granted to the design and specification of the leisure and community facilities for the site as detailed in the committee report.

4.3 In addition Committee were asked to give consideration to financing an estimated revenue cost of £13,000 from the 2015/16 Leisure & Facilities budget, until such time as a community group were in a position to manage the facility.

4.4 The leisure facilities along with the residential development are now well under construction. The leisure facilities will comprise:

- A 400 sq m/4,300 sq ft Community Building with parking for 48 vehicles
- Two positively drained football pitches together with a ball-keep fence adjacent to the residential development and
- A play area

The building contains a badminton-court sized multi-purpose hall, together with kitchen, toilet facilities, a foyer and changing rooms for two teams and officials. The layout has been designed to divide the changing rooms from activities within the hall area, with players having separate access to the football pitches.

4.5 In the aforementioned March 2014 Committee Report it was indicated that to start with the new facility would be managed by the Council's Community & Planning Department in conjunction with the Grounds Service.

4.6 It was explained Cultural Services had previously managed bookings on the original pitch and the plan initially at least was to continue this arrangement on the new pitches. It was further explained that they would need to employ a caretaker/cleaner to manage opening and closing of the facility and cleaning of all areas with the exception of the changing rooms. The Grounds team previously maintained and marked the pitches and cleaned the changing rooms, and it was anticipated that this arrangement would also continue in the new facility.

4.7 Contact from community representatives had indicated that there were groups ready and waiting to use the new facilities and an initial revenue budget was estimated and presented utilising information based on this information and research done at other community facilities in the district. This initial budget estimate showed a net year on year cost of approx. £13,000 p.a.

4.8 Strata have made good progress with both building and selling the residential plots and likewise have also made good progress in building the leisure facilities. According to their latest programme they intend to leave the site in September 2016 at which point the Council will take control of the leisure facilities. In light of this further work has been done on the budget to include start-up costs to kit out the different rooms and the football facility. The revised budget includes items such as kitchen fit out; general fixtures and fittings; tables, chairs, trolleys; goal posts; badminton equipment; storage systems etc. With the start-up equipment costs added to the original estimated running costs it is necessary to seek approval for a start-up revenue budget of £32,889 in 2016/17, £16,875 in 2017/18 and £13,572 in 2018/19. The budget decreases significantly after year 1 to once start-up costs disappear and requires only a minimal equipment budget after year 2. The proposed revised budget is attached at Appendix 1.

4.9 The long term ambition for the Council is that once opened representatives from the community will come forward and wish to manage the facility for themselves. However in the meantime it is imperative that the council are correctly positioned to manage the facility from the handover.

5.0 Financial Implications

- 5.1 The above revenue cost is a best estimate covering the first 3 years of operation and its accuracy will be somewhat dependant on to what extent use of the facility is taken up by the local community.
- 5.2 The largest single cost year on year cost is business rates. If a community group managed the facility they would enjoy 80% mandatory rate relief and in addition potentially undertake at least some of the caretaking duties on a voluntary basis. Removal of these two cost items alone from the budget would significantly reduce the annual operating costs. Discussions will take place with any community groups that express an interest in the future management of the facility.
- 5.3 There is no budgetary provision included in the Council's Medium-term Financial Plan which is being considered by the Finance and Management Committee on 18th February 2016. Therefore, the financial implications of the proposals will need to be considered by the Finance Committee.

6.0 Corporate Implications

- 6.1 The new facility will support the health and cultural elements of both the existing and emerging Corporate Plans.
- 6.2 The project will offer positive opportunities to showcase a new facility in the heart of the district.

7.0 Community Implications

- 7.1 The new facilities replace an old and inferior pavilion, sports field and play area with bigger and better facilities and represents the realisation of a long held community aspiration to provide decent community facilities in Midway.

8.0 Background Papers

- 8.1 Appendix 1 – Updated Chestnut Avenue 3 year revenue budget.

APPENDIX 1

Chestnut Avenue Revised budget including for start-up

Incoming Resources	Yr 1	Yr2	Yr3	Notes
Pitch rental	643	700	750	Football pitch annual rate: 1xSenior £442, 1xJunior £201 - halved year 1
Badminton	500	1000	1000	2 hrs/week x 50 weeks @ £10 - halved year 1
Community Room Rental	3,000	8000	8500	Yr 1 - £10x 15hrs x 50 weeks; increasing Yr 2 & 3 then levelling - reduced year 1
Sundry Income	500	1000	1000	Est. based on village halls in South Derbyshire - halved year 1
TOTALS	4643	10700	11250	
Expenditure*				
Caretaking #	2586	5275	5380	Yr 1 - 13hrs / wk X £7.65 x 52 wks . Based on living wage rate - halved year 1
Rates	7500	7500	7500	Rateable value £18,250 : full rate £7,500 - halved year 1
Water	500	550	600	halved year 1
Refuse Collection	546	1092	1092	1 x General waste + 1 x green waste - current charge £21/wk - halved year 1
Heat & Light	2250	4800	5100	Used 1/2 cost for Hilton VH 2012/13 - halved year 1
Telephone & Internet				Dependant upon how operated - assumption operated by SDDC - within existing bills
Insurance	500	500	500	
Repairs & Maintenance	500	1000	1000	halved year 1
Licenses	1000	1100	1200	Various inc music
Advertising/promotion	500	550	600	
Printing & Stationary	500	550	600	
Equipment	20,000	3983	500	high start up costs years 1 and 2 - reducing in year 3
Recruitment	500	0	0	B Mail advert
Legionella inspections	350	350	350	
Other expenses	300	325	400	
TOTAL EXPENDITURE	37532	27575	24822	
NET Surplus / (Deficit)	-32889	-16875	-13572	

* Expenditure, unless shown otherwise, based on typical village hall accounts / costs within SD
 # Grounds & Cultural Services will absorb additional costs associated with ground-keeping and bookings

REPORT TO:	HOUSING AND COMMUNITY SERVICES COMMITTEE	AGENDA ITEM: 11
DATE OF MEETING:	4th FEBRUARY 2016	CATEGORY: RECOMMENDED
REPORT FROM:	HOUSING OPERATIONS MANAGER – CHRIS HOLLOWAY	OPEN
MEMBERS' CONTACT POINT:	CHRIS HOLLOWAY (01283 595957) chris.holloway@south-derbys.gov.uk	DOC:
SUBJECT:	INCOME MANAGEMENT POLICY	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE: HCS01

1.0 Recommendations

- 1.1 Members approve the introduction of the South Derbyshire District Council Income Management Policy

2.0 Purpose of the Report

- 2.1 To give members an oversight of how the Housing Operations team intend to manage income streams, such as rent arrears and former tenant arrears to support the Housing Revenue Account
- 2.2 This policy document has been created following a recent internal audit which recommended the review of all policies and procedures relating to income management.

3.0 Detail

- 3.1 Set in the context of welfare reform, universal credit and the proposed reduction of social rents through the course of this Parliament, the effective collection of income has become ever more critical to ensure the Council is able to deliver services to residents.
- 3.2 The policy has been drafted to ensure the Council is able to balance its obligations to collecting income and also its obligation to sustain the tenancies of those in financial distress.
- 3.3 Once the income management policy is finalised and approved, the associated procedural guidelines will be refreshed to ensure consistency.

4.0 Financial Implications

- 4.1 Enforcing the terms of the tenancy agreement through the courts can be a costly process, and inevitably contributes to homelessness in the District and left uncontrolled, high levels of rent arrears place the delivery of Council services at risk.

5.0 Corporate Implications

- 5.1 Not applicable at present

6.0 Community Implications

- 6.1 Maximising income to the Housing Revenue Account and sustaining tenancies is a key aim of the Service and the Council. Having an effective income management policy sets the foundation for these functions.



South Derbyshire District Council

Income Management Policy

Directorate	Housing & Environmental Services
Document Title	Income Management Policy
Author	Chris Holloway
Approved By	Mike Haynes
Date of Next Review	
Version	1.0

Section	Title	Page Number
1	Policy Statement	3
2	Policy Aims	3
3	Legal and Regulatory Framework	3
4	Responsibility and Decision Making	4
5	Performance Monitoring	5
6	Payment Methods	6
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8	Communicating with Tenants	6
9	Recovering Arrears	7
10	Legal Action to Recover Arrears	8
11	Possession Proceedings	8
12	Supporting Vulnerable Tenants	8
13	New Tenant Strategies	9
14	Equal Opportunities	9
15	Former Tenant Arrears and Write Offs	10
16	IT	10
17	Creativity and Innovation	11
18	Policy review.	11

Income Management Policy

1.0	Policy Statement
	Effective income management is a key aim of the South Derbyshire District Council (SDDC) as this function secures vital housing management services.
	Once accrued, arrears are costly and time consuming to recover. Court costs are passed to the tenant, increasing their debt and possibly decreasing their ability or motivation to clear the outstanding amounts.
	Therefore, the Council is committed to maximising income through the development of a strong payment culture and taking prompt action to prevent arrears accumulating
	The term "rent arrears" applies to rent, service charges and planned leasehold charges.
	The Council is committed to helping residents not to fall into arrears through early intervention and financial inclusion support. If a resident does fall into arrears through financial difficulty, the Council's rent arrears procedure will be followed to ensure the resident has had adequate opportunity to sustain their tenancy and avoid the possibility of becoming homeless.
	We will support our tenants as much as possible to sustain their tenancies. However, it is ultimately the responsibility of the tenant to pay their rent on time and in accordance with their tenancy agreement.
	We will always view legal action to recover arrears as a last resort, and to be considered when all other alternatives have been exhausted.
2.0	Policy Aims and Objectives
	The aims of this policy are that;
	<ul style="list-style-type: none"> ○ Income to the Housing Revenue Account (HRA) is maximised ○ Rent arrears are kept to a minimum, and are challenged at the earliest opportunity. ○ Other income sources such as garage rents, service charges and re-chargeable repairs are collected effectively. ○ Legal guidelines and established best practice in the sector are observed and adhered to ○ Former tenant debt is dealt with promptly.
3.0	Legal and Regulatory Framework
	Government legislation has an impact on how South Derbyshire District Council can implement its Income Collection Policy. Listed below are the key

	Acts that have been acknowledged in the creation of this policy.													
	<ul style="list-style-type: none"> ○ The Protection from Eviction Act (1977) ○ The Landlord and Tenant Act (1985) ○ The Housing Act (1985) ○ The Housing Act (1996) ○ The Human Rights Act (1998) ○ The Equality Act (2010) ○ The Localism Act (2011) ○ The Welfare Reform Act (2012) ○ The Care Act (2014) ○ The Housing and Planning Bill 													
4.0	Responsibility & Decision Making													
	The tables below illustrate the structure for responsibility and decision making within the Council in relation to income management													
	<table border="1"> <thead> <tr> <th>Person Responsible</th> <th>Scope</th> </tr> </thead> <tbody> <tr> <td>Housing Operations Manager</td> <td>Overall responsibility for ensuring that the Tenancy Services Team achieves its financial targets and the Council's policy.</td> </tr> <tr> <td>Tenancy Services Manager</td> <td>Operational responsibility for the prevention, control and recovery of arrears, including enforcement actions through the Courts.</td> </tr> <tr> <td>Neighbourhood Officer</td> <td>Responsible for recovering current tenant debt and making arrangements for the repayment of rent arrears Responsible for making referrals to the financial inclusion team</td> </tr> <tr> <td>Income Officer</td> <td>Responsible for the recovery of former tenant arrears, garage arrears, re-chargeable repair debt, liaison with collection agencies and recommending cases for 'write off'</td> </tr> <tr> <td>Financial Inclusion Officer</td> <td>Responsible for ensuring tenants in financial distress are supported and signposted to relevant support providers. Responsible for ensuring tenants' income is maximised</td> </tr> </tbody> </table>		Person Responsible	Scope	Housing Operations Manager	Overall responsibility for ensuring that the Tenancy Services Team achieves its financial targets and the Council's policy.	Tenancy Services Manager	Operational responsibility for the prevention, control and recovery of arrears, including enforcement actions through the Courts.	Neighbourhood Officer	Responsible for recovering current tenant debt and making arrangements for the repayment of rent arrears Responsible for making referrals to the financial inclusion team	Income Officer	Responsible for the recovery of former tenant arrears, garage arrears, re-chargeable repair debt, liaison with collection agencies and recommending cases for 'write off'	Financial Inclusion Officer	Responsible for ensuring tenants in financial distress are supported and signposted to relevant support providers. Responsible for ensuring tenants' income is maximised
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Tenancy Services Manager	Operate the arrears policy and procedures and manage the team's													

		performance
	Neighbourhood Officer	Operate the arrears policy and procedures including the service of Legal Notices of Seeking Possession.
	Income Officer	Operate the arrears policy and procedures relevant to collection of former tenant arrears. Responsible for compiling and recommending former tenant cases for 'write off'

5.0 Performance Monitoring

We will use the following performance indicators to monitor our income management activity. Indicators marked (P&S) are reported to the Council's performance and scrutiny committee on a regular basis.

Indicator Reference	Description	Frequency Collected
H24 – A (P&S)	Rent collected 'in year' (excluding arrears brought forward)	Monthly
H26 (P&S)	Rent Debt of current tenants excluding FTA's (excluding direct debit)	Monthly
H25	Number of tenants with more than seven weeks (gross) rent arrears as a % of the total number of tenants (SNAPSHOT)	Monthly
H26 – A	Current Garage Debt (including Plots) excluding FTA's	Monthly
H32 (P&S)	Number of evictions for rent arrears (Cumulative)	Monthly
H29 (P&S)	The number of contacts made by staff with tenants in arrears	Monthly
H5	% of temporary accommodation where B&B arrears have been recovered	Monthly
H27 - A (P&S)	% of FTA debt collected against debt owed	Monthly
H27 - B (P&S)	Former Tenant Debt (including all sundry debt)	Monthly
H26 - C	Former Garage Debt (Including Plots)	Monthly

We will benchmark our performance and costs against comparable organisations through Housemark's benchmarking club to analyse areas of strength and opportunities for improvement

6.0	Payment Methods
	The Council's preferred method of payment is direct debit, paid in advance and tenants will be encouraged to pay by this method.
	Other payment methods are available including;
	<ul style="list-style-type: none"> ○ Standing Order ○ Pay Machines (located at Civic Offices) ○ Online via the Councils website ○ Payment via credit or debit card ○ Direct payment by Housing Benefit or Universal Credit ○ Third Party Payment Options (e.g. specialist direct debit provision)
7.0	Promoting a 'Payment Culture' and Disincentives to Arrears
	We will endeavour to promote a 'payment culture' by;
	<ul style="list-style-type: none"> ○ Outlining rental responsibilities to applicants as soon as they are accepted onto the waiting list ○ Encouraging applicants on the waiting list to save up a deposit to put their account into credit when they are allocated a property ○ Providing dedicated financial support for current tenants and delivering training on financial independence to applicants on the waiting list ○ Provide incentives to those tenants who pay their rent in advance, and pay by automated methods (e.g. direct debits)
	However, tenants in arrears are failing to maintain their responsibilities of their tenancy as detailed in the tenancy agreement.
	We will withdraw certain services to prevent tenants falling into arrears. For example,
	<ul style="list-style-type: none"> ○ Residents are allowed to register on the transfer list should they have rent arrears. If they reach the top of the list, they will be contacted to see if they can clear their rent account as a property has become available. If a resident cannot clear their account within the required allocation time scale, they will be bypassed for that property. ○ Arrears due to a proven delay in awarding Housing Benefit or Universal Credit will not be used as a barrier to withholding a transfer and tenants will be offered a property should they be next in line. ○ Mutual exchanges will be refused in line with s. 92 of The Housing Act (1985) where tenants have rent arrears ○ Assignments to the tenancy will be refused where tenants have rent arrears

8.0	Communicating with Tenants
	Effective communication is essential to ensure that current and former customers understand their role in reducing their arrears. To this end we will;
	<ul style="list-style-type: none"> ○ Ensure that personal contact is prioritised as a first response to rent arrears ○ Ensure that we use 'plain English' techniques in all written correspondence and documents ○ Ensure our written correspondence is clear, concise and free of jargon ○ Make use of all communication channels to ensure effective dialogue is maintained including e-mail text messaging and social media. ○ Use home and office visits as appropriate, and in line with the pre-action protocol ○ Make use of 'out of hours' contacts (such as home visits and phone calls)
	Our written letters will include the following;
	<ul style="list-style-type: none"> ○ The amount owed, and why (missed payment, benefits suspended etc.) ○ Detail the advice and support available (including external agencies such as the local citizens advice bureau) ○ Encourage payment and encourage contact ○ Give strict deadlines for making payment and contact ○ Advise of the consequences of non-payment or non-engagement ○ Detail the range of payment options available
	All of our standard letters will have the option to be tailored by staff to personalise messages to individual customers and their circumstances
	We will actively encourage customers to be involved in how we develop the service and will achieve this through the following channels;
	<ul style="list-style-type: none"> ○ Performance and Scrutiny Panel ○ Customer Surveys ○ One off Events ○ Specific 'Task and Finish' Projects
9.0	Recovering Arrears
	The Council considers a tenant to be in arrears once they have missed one payment of rent.
	Neighbourhood Officers are responsible for the amount of arrears (including former tenant arrears) on their patch and will apply the Council's arrears collection procedure to collect arrears without delay.
	Tenants will be asked to clear the amount in full immediately. If this is not

	possible we will agree a payment plan to clear the debt to avoid legal action.
	The Council's Financial Inclusion Officer will offer practical support to those tenants in arrears who require assistance with managing their finances.
10.0	Legal Action to Recover Arrears
	If a tenant fails to clear the arrears owed, or come to a suitable arrangement to repay the arrears then possession action will be taken. The appropriate notice of seeking possession (NOSP) will be served if one (or more) of the following circumstances apply.
	<ul style="list-style-type: none"> ○ Arrears stand at 4 weeks rent or above* ○ No response to letters RA1 and RA2 ○ A repayment agreement has been broken ○ A previous NOSP has expired and arrears remain
	<i>*We will not serve a NOSP whilst a tenant is waiting for their first award of Universal Credit. However, we will serve a NOSP once the initial payment has been made to the tenant and the account owes the equivalent of 4 weeks rent or above.</i>
11.0	Possession Proceedings
	Applying for possession of a property will always be the last resort, but we will not delay eviction action to protect against unmanageable levels of debt.
	Before applying for possession of a property we will always consider alternatives to recovering the debt owed. This includes other legal avenues and applying for direct payments from an individual's benefit entitlement.
12.0	Support for Vulnerable Tenants
	Whereas vulnerability in itself cannot be used as a defence for a tenant to fail to maintain their tenancy agreement, we recognise that some tenants may require additional support to sustain their tenancy.
	Tenants in arrears who are care leavers will be supported through the relevant sections of the 'South Derbyshire District Council Care-Leavers Protocol'.
	Prior to taking legal action, we will ensure that any known vulnerabilities are explored, and actions put in place to mitigate the effects of enforcement action where possible.
	We will work in partnership with others, such as social services and third sector organisations to achieve this
	Where there is no alternative but to take legal action against a vulnerable tenant, the tenancy services manager will authorise the action and ensure

	that all reasonable steps have been taken to avoid enforcement action.
13.0	New Tenant Strategies
	Arrears prevention work starts prior to the tenancy commencing. In order to ensure new tenants understand their responsibilities we will;
	<ul style="list-style-type: none"> ○ Undertake a financial and vulnerability assessment on all applicants who are offered a property to ensure they have the resilience to pay their rent and service charges. ○ Offer a 'housing options' appointment to applicants to discuss their housing requirements and match those to their income and expenditure when they apply for housing. ○ Ensure that rent accounts are set up before the tenancy commences
	Sign Ups
	Sign up meetings provide an ideal opportunity for the landlord to engage with the tenant and discuss the payment arrangements for the rent. At every 'sign up' meeting we will;
	<ul style="list-style-type: none"> ○ Advise the customer of the amount of rent and service charge(s) due ○ Provide assistance and advice for claiming benefits where applicable ○ Take a deposit to ensure the account commences 'in credit' ○ Advise when the rent is charged (e.g. weekly or monthly) and when payments from the tenant are due ○ Provide details on payment methods / locations ○ Stress the importance of making a timely application for benefits to ensure income is maximised. ○ Advise the tenant of the Council's procedure and consequences for non-payment of rent (for both introductory and secure tenants) ○ Ensure the tenant's contact details are correct and ensure systems are updated
	New Tenancy Visits (NTV's)
	All NTV's will be completed within 4 weeks of the tenant moving in to their home. We will use this meeting to discuss any outstanding housing or repair issues but also to ensure that the rent information provided at sign up is understood.
14.0	Equal Opportunities
	In all sections and parts of the policy whether explicitly stated or not, officers must take full regard of equal opportunities, equality of access to services and human rights.
	No one should be excluded because of disabling barriers to a building or

	because a person speaks a different language from staff. Issues to bear in mind include:
	<ul style="list-style-type: none"> ○ All documentation being available in different languages and formats (e.g. Braille, audio tape) upon request. ○ Tenants & leaseholders will have access to an interpreter if and when required. ○ The Council will monitor ethnicity and disability data and will record actions taken against all groups. The Council will assess trends and act appropriately to ensure that no group is placed at a disadvantage through the operation of this policy.
15.0	Former Tenant Arrears and ‘Write Offs’
	The Council’s policy is to pursue all former arrears except where to do so is not cost effective and the person’s individual circumstances have been considered and taken into account.
	In all cases, the prospects of potential recovery of any former tenant debt will be assessed initially, and cases will also be reviewed and monitored regularly together with cost of any legal action to ensure value for money.
	The Councils’ Income Officer will follow the Council’s Former Tenant Arrears procedure to ensure that former tenant debt is recovered without delay.
	The Council will employ a reputable collection agency to assist in the recovery of former tenant arrears. This will be reviewed as necessary to ensure value for money.
	All former debts that prove to be irrecoverable by the agency will be prepared for write off with the permission of the Corporate Management Team (CMT) except those debts which are in excess of £5,000.00 which will require approval from the Housing and Community Services Committee.
	All former debts are subject to write offs twice a year in September and March
	Records of written off debts are retained by the Council so that future recovery action is still possible if the former tenant reapplies for housing at a later date.
16.0	Information Technology (IT)
	We recognise that IT allows landlords to effectively manage and benchmark their performance but also allows staff to work effectively to manage arrears in the office and out on their patch.
	We will invest in our housing management software to ensure it supports staff in the collecting arrears and monitoring accounts.

	Where a business case is identified, we will consider making use of separate IT solutions to assist staff to pro-actively manage accounts and prevent arrears.
17.0	Creativity and Innovation
	We will embrace creativity and innovation to ensure that the service meets the needs of our customers, whilst remaining cost-effective
	We will empower our staff to think creatively, and to suggest new ways to deliver the service.
	We will learn from others who deliver 'leading edge' solutions to collecting income and share our own experiences with other landlords who may seek to learn from us.
18.0	Policy Review
	We will review this policy every two years, or in the event of legislative change, to ensure that our income recovery service remains 'fit for purpose'

Version Control			
Version	Date	Author	Details
1.0	December 2015	Chris Holloway	New Document
1.1			

REPORT TO:	HOUSING AND COMMUNITY SERVICES COMMITTEE	AGENDA ITEM: 12
DATE OF MEETING:	4th FEBRUARY 2016	CATEGORY: RECOMMENDED
REPORT FROM:	DIRECTOR OF FINANCE & CORPORATE SERVICES	OPEN
MEMBERS' CONTACT POINT:	KEVIN STACKHOUSE (01283 595811) Kevin.stackhouse@south-derbys.gov.uk	DOC: u/ks/budget round 1617/base budget policy reports/6 HRA/budget report 16 17
SUBJECT:	HOUSING REVENUE ACCOUNT BUDGET, FINANCIAL PLAN and PROPOSED RENT 2016/17	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE: HC 01

1.0 Recommendations

- 1.1 That Council House Rents are reduced by 1% for Tenants with effect from 1st April 2016 in accordance with provisions contained in the Welfare Reform and Work Bill 2015/16.
- 1.2 That the proposed estimates of income and expenditure for 2016/17, together with the 10-year Financial Plan for the Housing Revenue Account as detailed in *Appendix 1*, are considered and referred to the Finance and Management Committee for approval.

2.0 Purpose of the Report

- 2.1 As part of the annual financial cycle, the report details the Housing Revenue Account's (HRA) base budget for 2016/17. In addition, the report details the updated 10-year financial projection for the HRA following a review during the annual budget round.
- 2.2 The report also sets out details of the proposed rent level for 2016/17 in accordance with the Welfare Reform and Work Bill 2015/16.

3.0 Detail

The Position Entering the 2016/17 Budget Round

- 3.1 In October 2015, the financial position of the HRA was reviewed. This followed the announcement in Central Government's Summer Budget earlier in the year that they were proposing to reduce rents in the social housing sector by 1% per year from 2016/17, for 4 years.

- 3.2 The report, which was considered by the Finance and Management Committee last October, highlighted a significant loss of income in the HRA Business Plan of £6m to 2020, rising to £19m by 2024.
- 3.3 This was due to the fact that the previous Business Plan had been predicated on real terms increases in social rents for 10-years. This was in accordance with previous Central Government policy following the introduction of the self-financing framework in 2012.
- 3.4 Based on this change, the financial projection showed that the HRA would not be able to meet the first debt repayment of £10m in 2021.
- 3.5 Therefore, the Finance and Management Committee approved a review of future capital investment plans. This was to ensure that the HRA could meet commitments for debt repayment in accordance with the approved debt repayment schedule and maintain a minimum working balance of £1m in accordance with the Financial Strategy.
- 3.6 This review has been undertaken. In addition, the Committee, at its meeting on 12th January 2016, approved in principle further capital investment designed to deliver additional New Build properties. The financial implications of the associated projects have been considered in the updated financial projection and their affordability is detailed later in the report.
- 3.7 This report also details the base budget resources for 2016/17, with an update on current spending.

Formulating the 2016/17 Base Budget

- 3.8 Budgets have generally been calculated on an incremental basis, i.e. they are maintained at the same level as the previous year adjusted only for known changes and variations that have been identified through a restructure or efficiency programme. This approach is mainly applied to staffing costs.
- 3.9 However, many other budgets are subject to a base line review which is used to justify proposed spending. This process places greater responsibility on budget holders to justify their spending budgets by specifying their needs in a more constructed manner.
- 3.10 In addition to identifying possible budget savings, it can also identify potential cost pressures.

On-going Service Provision

- 3.11 The budgets are based substantively on a continuation of existing service provision (in respect of staffing levels, frequency, quality of service, etc.).
- 3.12 However, the full year effects of previous years' restructures and efficiencies are included, with any non-recurring items removed as identified in the report.

Base Budget 2016/17

3.13 The HRA's Budget and longer-term financial projection up to 2026/27 is detailed in Appendix 1. A projection of this length is required for the HRA to ensure that future debt repayments and capital expenditure are affordable to ensure the longer-term sustainability of the Council's housing stock.

3.14 A summary of the base position on which the longer-term position is calculated, is shown in the following table.

HRA Base Budgets 2015/16 to 2016/17	Approved Budget 2015/16 £'000	Forecast 2016/17 £'000	Proposed Budget 2016/17 £'000	Change to Forecast £'000
INCOME				
Rents and Other Income	12,808	12,688	12,749	61
Supporting People Grant	240	270	240	-30
Total Income	13,048	12,958	12,989	31
EXPENDITURE				
General Management	1,577	1,677	1,765	88
Supported Housing	932	844	798	-46
Bad Debt Provision	44	43	43	0
Responsive Repairs & Planned Maintenance	3,341	3,369	3,219	-150
Debt Interest	1,681	1,731	1,690	-41
Depreciation	2,876	2,954	2,985	31
Total Expenditure	10,451	10,618	10,500	-118
Net Operating Income	2,597	2,340	2,489	149

3.15 The table shows the approved budget for the current financial year 2015/16, the forecast for 2016/17 (from September 2015) together with the proposed budget for 2016/17 following the base budget review.

3.16 The final column shows the difference between that forecast for 2016/17 and that now being proposed. The main differences are detailed below.

Rents and Other Income

3.17 The reduction between 2015/16 and 2016/17 is due to the 1% reduction in rents and this was built into the forecast. However, the budgeted income for 2016/17 is now £61,000 higher than the forecast.

3.18 This is due to the rent income from new properties that are currently being built in the Phase 1 New Build programme, together with those properties acquired in Phase 2, being included in the budget for 2016/17.

3.19 This assumes that properties are built and let for rent by certain dates and this is detailed later in the report.

Supporting People Grant

3.20 This is the contribution from the County Council. The budget for 2016/17 reflects that there is unlikely to be an increase from the level in 2015/16.

General Management and Supported Housing Costs

3.21 Overall, these costs are estimated to increase by approximately £40,000 due to salary (incremental) increases, together with recharges from the General Fund.

Responsive Repairs and Planned Maintenance

3.22 The budget for 2016/17 is £150,000 lower due to resources being brought forward into 2015/16 to complete planned works ahead of schedule. This was considered and approved by the Finance and Management Committee in December 2015 and reflects a timing difference in the overall financial projection.

Debt Interest

3.23 The reduction in 2016/17 is due to a lower interest rate on the variable rate element of the self-financing debt. The rate is currently 0.7% and is expected to rise to 1.5% in 2016/17. However, this is lower than that included in the forecast of 2%.

Depreciation

3.24 The increase is due to the additional properties being built/acquired which will be depreciated in accordance with accounting practice.

3.25 Depreciation is calculated on the existing value and age of each property in the HRA. This is designed to ensure that the Council sets-aside sufficient resources to maintain and replace properties in future years.

3.26 Clearly, the Council has an on-going capital programme and properties generally have a substantial useful life if maintained properly. Although the depreciation charge is included as a cost charged in the net operating income of the HRA, it is reversed out when calculating the overall surplus or deficit on the HRA as shown in Appendix 1.

3.27 However, under accounting regulations, the annual amount of capital expenditure, plus sums set-aside to repay debt, need to be greater than the calculated depreciation charge for the year. This is effectively testing that the Council is properly maintaining and financing the liabilities associated with its housing stock.

3.28 Where the depreciation charge is lower than actual capital expenditure/debt repayment, the HRA would be charged with the difference in that particular year.

The Longer-term Projection

3.29 Following the introduction of the self-financing framework for the HRA in 2012, this generated a surplus for the HRA as the Council was no longer required to pay a proportion (approximately 40%) of its rent income to Central Government.

3.30 This released resources, which in the early years of the Housing Business Plan, were available for capital investment in the existing stock, together with resources for New Build. Surpluses in later years are to be used to repay the debt that the Council inherited in return for becoming “self-financing” and to continue a programme of capital maintenance in future years.

3.31 The HRA budget and projection is based on the principles that the HRA will carry a minimum unallocated contingency of £1m as a working balance and that sufficient resources are set-aside to repay debt as instalments become due.

3.32 Therefore, The *Net Operating Income* on the HRA revenue account each year is transferred to the Debt Repayment Reserve after ensuring £1m is maintained as a working balance.

HRA Reserves

3.33 The HRA has 4 separate reserves as detailed in the following table.

Working Balance	Held as a contingency with a minimum balance of £1m.
New Build Reserve	Accumulated Capital Receipts pending expenditure on building new properties. The financial model assumes that these are drawn down each year to finance New Build ahead of any further borrowing. Therefore, the carrying balance from year to year remains low.
Debt Repayment Reserve	Sums set-aside to repay debt; contributions to the Reserve start from 2016/17 in accordance with the debt repayment profile.
Major Repairs Reserve	Any unused capital resources are transferred into this reserve pending completion of schemes or reprofiling of expenditure.

The Updated Financial Position

3.34 Following the base budget review and need to find resources, the Financial Plan has been reviewed and updated. The Plan also includes the proposals to deliver a Phase 2 Programme in order to increase the Council's stock, as approved by the Committee on 12th January. The schemes are:

- Acquisition and refurbishment of properties on Alexander Road, Swadlincote - £0.22m.
- Further New Build at Lullington Road, Overseal - £0.6m.
- Development of the site, off Yard Close, Swadlincote - £2m.
- Purchase of properties at Rowley Court, Swadlincote - £0.9m.

3.35 The Council has secured grants towards these schemes from the Homes and Communities Agency, totalling £0.6m. This income has been included in the Financial Plan, together with rental income from New Build and acquired properties.

3.36 Overall, the Plan shows a sustainable position although future capital programmes have been substantially reduced to ensure the HRA remains sustainable.

3.37 *The overall position is now much tighter to ensure that a working balance of £1m is maintained and that future debt repayments are met.*

Debt Repayments and Borrowing

3.38 The Council took on the management of debt valued at £58m in 2012. In addition, as part of the financial package to fund the Phase 1 New Build programme, it is planned to borrow a further £2.37m. This new borrowing is included in the Financial Plan in 2016/17 and 2017/18.

3.39 The following debt repayments are due over the life of the current financial plan:

- 2021/22 - £10m
- 2023/24 - £10m
- 2025/26 - £0.9m
- 2026/27 - £11.45m

3.40 The financial projection to 2026/27 shows that these repayments can be met. The next repayments are not then due until beyond 2030.

Future Capital Expenditure

- 3.41 In order to ensure the sustainability of the HRA and to provide resources to fund the proposed Phase 2 New Build/Acquisition programme, it has been necessary to reduce the sums provisionally estimated for future capital works.
- 3.42 In total, £12m has been taken out of the previous financial plan, i.e. £2m in 2015/16 and 2016/17, together with £1m per year thereafter for the following 8 years. The on-going budget in the later years of the plan is £2m per year.
- 3.43 An assessment has been made to determine whether this funding is sufficient to maintain the housing stock in future years based on the latest stock condition information.
- 3.44 Early indications are that the capital expenditure detailed within the latest revision of the HRA Financial Projection will be sufficient to meet the Council's requirements. This has been subject to a broad review. A more detailed assessment will be undertaken as part of a review of the Council's HRA Business Plan, which will be reported separately to the Committee later in the year.

New Properties and Rent Levels

- 3.45 The Financial Plan now includes the income expected from new properties currently being built (Phase 1) together with proposed acquisitions (Phase 2). This is based on expected completion dates as shown in the following table.

Project / Site	Expected Completion Date	Number of Properties			Total
		2015/16	2016/17	2017/18	
Coton Park, Linton	Feb-16	23			23
Pennine Way, Swadlincote	Jul-16		10		10
Lullington Road, Overseal - P1	Sep-16		12		12
Lullington Road, Overseal - P2	Oct-16		6		6
Alexander Road, Swadlincote	May-16		8		8
Rowley Close, Swadlincote	Apr-16		11		11
Yard Close, Swadlincote	Jul-17			20	20
		23	47	20	90

- 3.46 The table shows that up to 90 new properties for rent will become available over the next 3 years. Previously, the HRA's Rent Strategy had assumed that all new properties would be let at an "Affordable Rent," assessed locally. These rents are higher than normal social (council) rents, but still 20% less than an equivalent market rent in the private sector.
- 3.47 However, following recent direction and clarification from the Homes and Communities Agency (HCA) unless new properties are supported through their grant funding, new properties have to be let at social rent levels. Of the 90 new properties, approximately one-third will be let at affordable rents.

- 3.48 Individual rents will depend on the size and location of each property, but based on the units being built/acquired this is estimated at around £90 per week on average. This is higher than the Council’s current average rent of around £80 per week, but as highlighted above, this will be lower than a private sector market rent.
- 3.49 The remaining two-thirds of new properties will be let in line with social rent levels.
- 3.50 Overall, it is estimated that this will generate rent income of approximately £4.3m over the financial plan period to 2027. It is anticipated that the properties, once built and fit for occupation, will be let fairly quickly due to the current demand for social/affordable housing in the District as evidenced by the Council’s current waiting list.

Key Variables and Assumptions

- 3.51 The Financial Plan is based on certain assumptions in future years regarding what are considered to be the key variables. These are summarised in the following table.

Cost inflation	2.5% in 2016/17 and 2017/18 and then 3% per year thereafter. This recognises that prices for materials in the building industry tend to rise quicker than average inflation.
Annual rent increases	A 1% reduction per year for 4 years (2016/17 to 2019/20) in accordance with the Welfare Reform and Work Bill 2015/16. Thereafter, CPI + 1% giving 2.5% increases in 2020/21 and 2021/22 and 3% per year thereafter.
Council house sales – “Right to Buys”	18 per year in 2015/16 and 2016/17. Future years are based on targets set by the Government in calculating the self-financing settlement. These reduce incrementally per year eventually reaching 10 per year by 2027.
Interest Rates	Predominantly fixed; £10m variable debt at 1.5% in 2016/17, rising to 2.5% in 2017/18 and to 3% in 2018/19 until maturity in 2021/22.
New Debt	£0.92m borrowed in 2016/17 and £1.45m 2017/18 to finance Phase 1 New Build. Assumption is that this debt is borrowed at a fixed rate of 3.5% for 10 years. In accordance with the Council’s Treasury Management Strategy, this borrowing will not be undertaken if additional capital receipts are generated. Due to the amount of cash reserves, internal borrowing between the General Fund and HRA could be used at a lower cost. This will be kept under review in the Treasury Management Strategy.

Financial Risks

3.52 As highlighted earlier in the report, the Financial Plan is now much tighter and overall, the HRA has fewer resources at its disposal compared to the previous plan. The main risks are considered to be those as detailed in the following sections.

Future Rent Levels

3.53 The rent level for the next 4 years (from 2016/17) will be set in accordance with the Welfare Reform and Work Bill 2015/16, i.e. a 1% reduction for each of those years. Beyond this, it has been assumed that rents will again be allowed to rise.

3.54 The Government have indicated that they have only suspended the previous rent policy for the next 4-years until Universal Credit is fully implemented. A recent statement by the Housing Minister stated that future rent increases would return to inflation linked formula.

3.55 This is not guaranteed, although it is considered that Central Government will be mindful that any further reductions in rent levels would need to be balanced against the affordability of HRA Business Plans.

3.56 Clearly, the HRA is wholly dependent on rent income for its resources. Even small variations in rent changes (e.g. 0.5%) can have significant implications in monetary terms for the Financial Plan over the longer-term.

Capital Expenditure

3.57 As detailed in the report, resources available for on-going capital have been reduced substantially compared to the previous plan. As highlighted earlier, a detailed assessment of the Council's medium and long-term capital investment requirements will be undertaken by technical officers as part of a review of the Council's HRA Business Plan. This will be to ensure resources are invested wisely and that the stock meets future requirements.

Rent from New Build/Acquisitions

3.58 As detailed in the report, rent income from the existing and proposed New Build/Acquisition schemes has now been built into the Financial Plan. As regards the three existing schemes which are nearing completion, the risk is that any delay in letting properties will affect income.

3.59 However, this is likely to be a short-term problem due to the demand for accommodation. In the longer-term, it is considered that the rent should remain achievable. As regards the other four schemes which have been approved in principle, three are subject to negotiation and/or tenders for the acquisition of land and property. If the Council is unsuccessful in this regard, then the Financial Plan is currently forecasting too much income.

3.60 However, if the schemes do not progress, the HRA will retain resources. In all four cases, the initial capital investment is greater than the rent income over the Financial Plan period.

Right to Buys

3.61 A moderate decrease in current properties from sales continues to be built into the Financial Plan and this reflects the current level of sales. Therefore, the HRA will continue to generate resources for further New Build and capital works in the future, although on-going rent income is lost.

3.62 The main risk relates to a sudden surge in sales; although this will generate capital, the loss in on-going rental income could have a much more adverse impact on the HRA.

Supporting People Grant

3.63 It has been assumed that this continues (cash limited) over the Financial Plan; this will be subject to policy decisions and directions from the County Council. There have been indications in recent years that this could be reduced from its current level.

Impairment

3.64 Impairment is an accounting adjustment that reflects a sudden reduction in the value of an asset. An asset becomes impaired where a one-off event (e.g. fire, vandalism, etc.) causes significant damage or there is a significant change in market conditions, which reduces the value of the asset.

3.65 In accordance with accounting regulations, provision has to be made in an organisation's accounts for the loss in an asset's value through impairment. However, as with depreciation, this is purely an accounting exercise for local authorities. Impairment charges are reversed out of revenue accounts to ensure that it does not affect the "bottom line" and Council Tax or Rent (in the HRA's case) payable by Council Tenants.

3.66 The Government are currently reviewing this accounting treatment to bring local authorities into line with other organisations in accordance with International Reporting Standards. This is being challenged by the relevant professional bodies.

3.67 Impairment is rare. In addition, impairment needs to affect the wider asset base. For example, damage to one property would not affect the overall value of the Council's stock, which is currently valued at £90m in total.

3.68 Clearly however, if there was a wider event affecting many properties, this would lead to an impairment charge. It is considered that the most likely scenario is a sudden fall in property values as this would affect the overall valuation. The potential for impairment charges could have serious implications for all housing authorities and this is why it is being challenged.

Changes in Central Government Policy

3.69 Although the HRA continues to operate under a self-financing framework, Central Government retain the power to change policy in many areas which can impact upon the Financial Projection.

Changes to Welfare Reform and Universal Credit (UC)

3.70 Although UC is still some years away from potentially impacting on Council Tenants, there is some concern amongst professional commentators that changes could reduce the ability for some vulnerable tenants to pay rent. The Council has supported some tenants in recent years, through its Discretionary Housing Fund, who have been affected by recent changes to Welfare Reform.

Future Spending

3.71 *Given that the Financial Plan is now much tighter and that there are still several risks that could impact on the longer-term projection, it is important that any future spending decisions are fully analysed for their affordability and the effect upon the longer-term Financial Plan.*

Proposed Rent Increase 2016/17

3.72 As previously highlighted, the Council is now required to follow provisions contained in the Welfare Reform and Work Bill 2015/16. This requires the Council to reduce current rents for tenants by 1%, effective from April 2016.

3.73 The starting point for the 1% reduction is the rent level that existed on 8th July 2015, i.e. the date of Central Government's Budget which proposed the statutory provisions. Effectively, rent levels for the next four years will need to be lower than that which existed on 8th July 2015.

3.74 For sitting tenants, this will be the current rent. However, for tenants that have taken occupation of a property after 8th July 2015 and the rent has been increased to the old "formula rent" (as per the approved Rent Policy) the rent has to be revised back down to the 8th July rent level and then a further 1% reduction applied.

3.75 This has not had a significant effect on overall income in 2016/17 compared to that forecast. However, over the next four years, the legislation will effectively preclude any void properties being relet at the previous formula rent as the rent will need to be brought back to July 2015 levels.

Effect on Individual Tenants

3.76 Having calculated rents for individual tenants based on the provisions contained in the Welfare Reform and Work Bill 2015/16, the average rent level for existing council tenants will reduce from £80.63 per week in 2015/16 to £79.82 in 2016/17. The average decrease is £0.81p with the highest being £1.03 and the lowest £0.59p per week.

3.77 The highest rented property in the current housing stock is £101.60 per week, with the lowest at £58.43 per week. Based on the on-going 1% reduction for four years, the average rent on the current housing stock will be £77.45 in 2019/20. This includes new/acquired properties being let.

Limit Rent

3.78 This is effectively a cap (set by the DWP each year) that the Council's average rent needs to stay below, to avoid a financial penalty through loss of benefit subsidy for rent rebates.

3.79 For 2015/16, this limit was set at £81.60p per week, which is above the Council's average rent of £80.64. The Limit Rent is still to be notified to the Council for 2016/17.

4.0 Financial Implications

4.1 As detailed in the report.

5.0 Corporate Implications

5.1 There are no other legal, HR or other corporate implications apart from that considered in the report.

6.0 Community Implications

6.1 The proposed budgets within the HRA provide the financial resources to enable many of the on-going services and Council priorities associated with council housing to be delivered to its tenants.

6.2 An

7.0 Background Papers

7.1 None

APPENDIX 1

HOUSING REVENUE ACCOUNT FINANCIAL PROJECTION - REVISED @ FEBRUARY 2016

	2015.16	2016.17	2017.18	2018.19	2019.20	2020.21	2021.22	2022.23	2023.24	2024.25	2025.26	2026.27
All Figures in £'000	Approved Budget	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
INCOME												
Rental Income	-12,526	-12,457	-12,346	-12,231	-12,058	-12,301	-12,790	-12,881	-13,218	-13,569	-13,929	-14,298
Non-Dwelling Income	-117	-111	-110	-109	-108	-110	-113	-116	-119	-122	-126	-129
Supporting People Grant	-240	-240	-240	-240	-240	-240	-240	-240	-240	-240	-240	-240
Other Income	-165	-181	-181	-181	-181	-181	-181	-181	-182	-182	-182	-183
Total Income	-13,048	-12,989	-12,877	-12,761	-12,587	-12,832	-13,324	-13,418	-13,759	-14,113	-14,477	-14,850
EXPENDITURE												
General Management	1,577	1,765	1,788	1,812	1,836	1,861	1,886	1,912	1,938	1,964	1,991	2,019
Supporting People	932	798	810	823	836	850	864	880	895	912	930	948
Responsive & Planned Maintenance	3,341	3,219	3,456	3,544	3,625	3,707	3,792	3,878	3,968	4,059	4,154	4,251
Bad Debt Provision	44	44	43	43	42	43	45	45	46	47	49	50
Interest Payable & Receivable	1,681	1,690	1,840	1,891	1,891	1,891	1,892	1,592	1,592	1,323	1,323	1,291
Depreciation	2,876	2,985	3,042	3,015	3,005	2,995	2,985	2,976	2,969	2,962	2,955	2,947
Net Operating Income	-2,597	-2,489	-1,897	-1,633	-1,352	-1,484	-1,861	-2,135	-2,351	-2,846	-3,075	-3,344
Reversal of Depreciation	-2,876	-2,985	-3,042	-3,015	-3,005	-2,995	-2,985	-2,976	-2,969	-2,962	-2,955	-2,947
Capital Expenditure	3,500	3,500	2,452	2,452	2,452	2,452	1,997	1,997	1,997	1,997	1,997	1,997
Debt Repayment	0	0	2,877	850	553	543	988	979	972	965	958	950
New Build Contribution	2,287	1,000	0	0								
Incremental Salary Increases		6	6	6	6	6	6	6	6	6	6	6
HRA (Surplus) / Deficit	314	-968	396	-1,340	-1,346	-1,478	-1,855	-2,129	-2,345	-2,840	-3,069	-3,338

HRA Reserve B/fwd	-2,381	-2,067	-1,748	-1,102	-1,242	-1,338	-1,317	-1,172	-1,300	-1,145	-1,485	-1,254
(Surplus) / Deficit for year	314	-968	396	-1,340	-1,346	-1,478	-1,855	-2,129	-2,345	-2,840	-3,069	-3,338
Transfer to Debt Repayment Reserve	0	1,287	250	1,200	1,250	1,500	2,000	2,000	2,500	2,500	3,300	2,500
HRA Reserve C/fwd	-2,067	-1,748	-1,102	-1,242	-1,338	-1,317	-1,172	-1,300	-1,145	-1,485	-1,254	-2,093

Debt Repayment Reserve

Balance B/fwd	-1,703	-1,703	-2,990	-6,117	-8,167	-9,970	-12,013	-5,001	-7,980	-1,452	-4,917	-8,255
Depreciation balance	0	0	-2,877	-850	-553	-543	-988	-979	-972	-965	-958	-950
Transfers to reserve	0	-1,287	-250	-1,200	-1,250	-1,500	-2,000	-2,000	-2,500	-2,500	-3,300	-2,500
Repayment of loan	0	0	0	0	0	0	10,000	0	10,000	0	920	11,450
Reserve C/fwd	-1,703	-2,990	-6,117	-8,167	-9,970	-12,013	-5,001	-7,980	-1,452	-4,917	-8,255	-255

New Build Reserve

Capital Receipts B/fwd	-2,013	-480	-1,361	-1,090	-1,591	-1,983	-2,327	-2,633	-2,909	-3,107	-3,295	-3,480
New Build Expenditure - P1	3,866	1,443	0	0	0	0	0	0	0	0	0	0
Contribution to Reserve	-2,287	-1,000	0	0	0	0	0	0	0	0	0	0
Acquisitions - Alexander Road	220	0	0	0	0	0	0	0	0	0	0	0
Proposed Lullington Rd	300	300	0	0	0	0	0	0	0	0	0	0
Proposed Yard Close	225	750	1,000	0	0	0	0	0	0	0	0	0
Proposed Acquisition - Rowley Close	910	0	0	0	0	0	0	0	0	0	0	0
HCA grant	-190	-220	-220	0	0	0	0	0	0	0	0	0
RTB Receipts in year	-591	-703	-509	-501	-392	-344	-306	-275	-198	-188	-185	-168
Borrowing in year	-920	-1,450	0	0	0	0	0	0	0	0	0	0
Balance c/fwd	-480	-1,361	-1,090	-1,591	-1,983	-2,327	-2,633	-2,909	-3,107	-3,295	-3,480	-3,648

New Build Properties

	23	41	26	0	0	0	0	0	0	0	0	0
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REPORT TO:	HOUSING AND COMMUNITY SERVICES COMMITTEE	AGENDA ITEM: 13
DATE OF MEETING:	4th FEBRUARY 2016	CATEGORY: DELEGATED
REPORT FROM:	DIRECTOR OF COMMUNITY AND PLANNING SERVICES / DIRECTOR OF HOUSING AND ENVIRONMENTAL SERVICES	OPEN
MEMBERS' CONTACT POINT:	STUART BATCHELOR (EXT. 5820) / MIKE HAYNES (EXT.5775)	DOC:
SUBJECT:	COMMITTEE WORK PROGRAMME 2015/16	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE: G

1.0 Recommendations

1.1 That the Committee considers and approves the updated work programme.

2.0 Purpose of Report

2.1 The Committee is asked to consider the updated work programme.

3.0 Detail

3.1 Attached at Annexe 'A' is an updated work programme document. The Committee is asked to consider and review the content of this document.

4.0 Financial Implications

4.1 None arising directly from this report.

5.0 Background Papers

5.1 Work Programme.

**Housing and Community Services Committee – 4th February 2016
Work Programme 2015/16**

Work Programme Area	Date of Committee meetings	Anticipated completion date	Submitted to Council target date	Contact Officer (Contact details)
STAR Survey	4 th February 2016			Martin Guest Performance & Policy Manager (01283) 595940
HRA Development Programme	4 th February 2016			Mike Haynes Director of Housing & Environmental Services (01283 595775)
New Facilities at Chestnut Avenue – Adoption arrangements and requirements	4 th February 2016			Malcolm Roseburgh Cultural Services Manager (01283) 595774
Review of Tenancy Agreement	4 th February 2016			Martin Guest Performance & Policy Manager (01283) 595940
South Derbyshire District Council Income Policy'	4 th February 2016			Chris Holloway Housing Operations Manager (01283) 598769
Open Space, Sport and Community Facility Strategy	10 th March 2016			Zoe Sewter Open Space and Facility Development Manager (01283) 5955753