

Homes Policy Development Group

Tuesday, 9 September 2025 at 2.15 pm
Phoenix Chambers, Phoenix House, Tiverton

Next meeting
Tuesday, 18 November 2025 at 2.15 pm

Please Note: This meeting will take place at Phoenix House and members of the public and press are able to attend via Teams. If you are intending to attend in person please contact the committee clerk in advance, in order that numbers of people can be appropriately managed in physical meeting rooms.

The meeting will be hybrid and an audio recording made and published on the website after the meeting.

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Meeting ID: 320 057 984 838
Passcode: iV7iL2Ws

Membership

Cllr C Adcock (Vice Chair)
Cllr J Cairney
Cllr S Chenore
Cllr G Czapiewski
Cllr A Glover (Chair)
Cllr C Harrower
Cllr N Letch
Cllr H Tuffin

AGENDA

Members are reminded of the need to make declarations of interest prior to any discussion which may take place

- 1 **Apologies and Substitute Members**
To receive any apologies for absence and notice of appointment of substitutes.
- 2 **Public Question Time**
To receive any questions from members of the public and replies thereto.
- 3 **Declaration of Interests under the Code of Conduct**
To record any interests on agenda matters.
- 4 **Minutes** (*Pages 7 - 28*)
To consider whether to approve the minutes as a correct record of the meeting held on 3rd June 2025.
- 5 **Chairman's Announcements**
To receive any announcements that the Chairman may wish to make.
- 6 **Performance Dashboard Q1** (*Pages 29 - 30*)
To receive performance information from the Corporate Performance & Improvement Manager for Quarter 1 (2025/2026) in relation to the General Fund and the Housing Revenue Account.
- 7 **Medium Term Financial Plan** (*Pages 31 - 62*)
To receive a report from the Deputy Chief Executive (S151) presenting to Member's the updated Medium Term Financial Plan (MTFP) which covers the period 2026/27 to 2028/29 and to discuss initial options for cost pressures/savings or income related to the services covered by this Policy Development Group (PDG).
- 8 **Mid Devon Housing Mobility Scooter Policy Report** (*Pages 63 - 88*)
To receive a report from the Head of Housing and Health setting out the conditions under which tenants and their visitors may use, store and charge mobility scooters and powered wheelchairs within Mid Devon Housing flats and communal areas.
- 9 **Variation of Tenancy Agreement** (*Pages 89 - 152*)
To receive a report from the Head of Housing & Health. Following on from Cabinet approval on 1st April 2025 to commence statutory consultations with tenants under the Housing Act 1985 section 103 to vary the terms of our tenancy agreement this report presents the results of the consultation and the final draft Tenancy Agreement for approval.

- 10 **Mid Devon Housing Rent Error Update** *(Pages 153 - 164)*
To receive a report from the Deputy Chief Executive (S151) and the Head of Housing and Health providing an update on the corrective measures completed and next steps in order to rectify an identified historic rent setting error.
- 11 **Mid Devon Housing Service Delivery Report for Q1 2025-2026**
(Pages 165 - 188)
To receive a report from the Head of Housing & Health presented in support of an ongoing commitment to provide a quarterly update to Members on activity undertaken by Mid Devon Housing (MDH), including some relating to enforcement.
- It also contains performance information as measured in line with the guidance relating to the Tenant Satisfaction Measures (TSMs). The Regulator of Social Housing (RSH) requires registered providers of social housing (RPs) to provide a report on a set of TSMs which includes perception and performance data.
- 12 **National Housing Update Briefing**
To receive an update from the Head of Housing & Health on a number of national housing initiatives.
- 13 **Identification of items for the next meeting**
Members are asked to note that the following items are already identified in the work programme for the next meeting:
- Performance Dashboard Q2
 - Draft General Fund and Housing Revenue Account Budget for 2026/2027 (round 2)
 - Housing Strategy (tbc)
 - Tenancy Strategy
 - Downsizing Recommendations Update
 - Mid Devon Housing Service Delivery Report

Note: This item is limited to 10 minutes. There should be no discussion on the items raised.

Stephen Walford
Chief Executive
Monday, 1 September 2025

Guidance notes for meetings of Mid Devon District Council

From 7 May 2021, the law requires all councils to hold formal meetings in person. The Council will enable all people to continue to participate in meetings via Teams.

If the Council experience technology difficulties at a committee meeting the Chairman may make the decision to continue the meeting 'in-person' only to conclude the business on the agenda.

1. Inspection of Papers

Any person wishing to inspect minutes, reports, or the background papers for any item on the agenda should contact Democratic Services at Committee@middevon.gov.uk

They can also be accessed via the council's website [Click Here](#)

Printed agendas can also be viewed in reception at the Council offices at Phoenix House, Phoenix Lane, Tiverton, EX16 6PP.

2. Members' Code of Conduct requirements

When considering the declaration of interests and their actions as a councillor, Members are reminded of the requirements of the Members' Code of Conduct and the underpinning Principles of Public Life: Honesty; Integrity; Selflessness; Objectivity; Accountability; Openness; Leadership.

The Code of Conduct can be [viewed here](#):

3. Minutes of the Meeting

Details of the issues discussed, and recommendations made at the meeting will be set out in the minutes, which the Committee will be asked to approve as a correct record at its next meeting. Minutes of meetings are not verbatim.

4. Public Question Time

Residents, electors or business rate payers of the District wishing to raise a question and/or statement under public question time are asked to provide their written questions to the Democratic Services team by 5pm three clear working days before the meeting to ensure that a response can be provided at the meeting. You will be invited to ask your question and or statement at the meeting and will receive the answer prior to, or as part of, the debate on that item. Alternatively, if you are content to receive an answer after the item has been debated, you can register to speak by emailing your full name to Committee@middevon.gov.uk by no later than 4pm on the day before the meeting. You will be invited to speak at the meeting and will receive a written response within 10 clear working days following the meeting. Notification in this way will ensure the meeting runs as smoothly as possible

5. Meeting Etiquette for participants

- Only speak when invited to do so by the Chair.

- If you're referring to a specific page, mention the page number.

For those joining the meeting virtually:

- Mute your microphone when you are not talking.
- Switch off your camera if you are not speaking.
- Speak clearly (if you are not using camera then please state your name)
- Switch off your camera and microphone after you have spoken.
- There is a facility in Microsoft Teams under the ellipsis button called "turn on live captions" which provides subtitles on the screen.

6. Exclusion of Press & Public

When considering an item on the agenda, the Committee may consider it appropriate to pass a resolution under Section 100A (4) Schedule 12A of the Local Government Act 1972 that the press and public be excluded from the meeting on the basis that if they were present during the business to be transacted there would be a likelihood of disclosure of exempt information, as defined under the terms of the Act. If there are members of the public and press listening to the open part of the meeting, then the Democratic Services Officer will, at the appropriate time, ask participants to leave the meeting when any exempt or confidential information is about to be discussed. They will be invited to return as soon as the meeting returns to open session.

7. Recording of meetings

All media, including radio and TV journalists, and members of the public may attend Council, Cabinet, PDG and Committee meetings (apart from items Media and Social Media Policy - 2023 page 22 where the public is excluded) you can view our Media and Social Media Policy [here](#). They may record, film or use social media before, during or after the meeting, so long as this does not distract from or interfere unduly with the smooth running of the meeting. Anyone proposing to film during the meeting is requested to make this known to the Chairman in advance. The Council also makes audio recordings of meetings which are published on our website [Browse Meetings, 2024 - MIDDEVON.GOV.UK](#).

8. Fire Drill Procedure

If you hear the fire alarm you should leave the building by the marked fire exits, follow the direction signs and assemble at the master point outside the entrance. Do not use the lifts or the main staircase. You must wait there until directed otherwise by a senior officer. If anybody present is likely to need assistance in exiting the building in the event of an emergency, please ensure you have let a member of Democratic Services know before the meeting begins and arrangements will be made should an emergency occur.

9. WIFI

An open, publicly available Wi-Fi network is normally available for meetings held in the Phoenix Chambers at Phoenix House.

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MINUTES of a **MEETING** of the **HOMES POLICY DEVELOPMENT GROUP** held on 3 June 2025 at 2.15 pm

Present

Councillors

A Glover (Chair)
C Adcock (Vice-Chair), J Cairney,
S Chenore, G Czapiewski, C Harrower and
H Tuffin

Apology

Councillor

N Letch

Also Present

Councillors

J Lock, S Robinson and D Wulff

Also Present

Officers

Richard Marsh (Director of Place & Economy), Simon Newcombe (Head of Housing & Health), Mike Lowman (Operations Manager for Housing), Sophie Richards (Customer Manager, Mid Devon Housing), Laura Woon (Democratic Services Manager) and Sarah Lees (Democratic Services Officer)

Councillors

Online

J Buczkowski, S J Clist, G Duchesne and L G J Kennedy

Officers Online

Dr Stephen Carr (Corporate Performance & Improvement Manager), Paul Deal (Head of Finance, Property & Climate Resilience) Carole Oliphant (Housing Policy Officer) and David Parker (Democratic Services & Research and Policy Officer)

1 ELECTION OF CHAIR FOR 2025/2026

RESOLVED that Cllr A Glover be elected Chair of the Homes Policy Development Group for the municipal year 2025/2026.

2 ELECTION OF VICE CHAIR FOR 2025/2026

RESOLVED that Cllr C Adcock be elected Vice Chair of the Homes Policy Development Group for the municipal year 2025/2026.

3 **APOLOGIES AND SUBSTITUTE MEMBERS**

Apologies were received from Cllr N Letch.

4 **PUBLIC QUESTION TIME**

The following public questions were asked:

Mr Barry Warren

My observations and questions are prompted by item 12 on your agenda.

The report is prepared by the Head of Housing and Health.

Question 1

Is this the report which he told the March 2025 meeting he was going to present to give further reassurance that the Zed Pod developments were value for money and for people to be assured that right homes were being provided at the right cost?

After he had advised of his proposed actions the then Chair of this committee said “Make it as robust as possible to counter the little group of difficult people.”

Question 2

Is the report robust as required when there is manipulation of facts or the full truth is not being told?

An example of this is contained in paragraph 1.8 of the report where it states – “It is also worth noting that MDDC has also been instrumental in enabling the delivery of other affordable housing units within the district - for example the 70 new properties at Post Hill.” There are those who know the full story behind this site where a deal was done with the original developers to acquire the land for a 3 Rivers project that did not materialise and the land has been sold by MDDC at a loss of some £1.4 million. If the developers had built the houses as part of the original development some would already have been lived in for the past 3 years.

Question 3

Is this an example of due diligence and value for money?

The report gives information of grant funding which has been obtained which is excellent news for the MDDC finances.

Question 4

Is it correct for this grant monies to be deducted from a build cost to make costs per square meter of floor space look cheaper than it really was?

In true 'Yes Minister' comedy script the following appears on page 145 of your papers: Space standards – all residential schemes meet the nationally described space standards. As the formal Principal Designer and developer, Zed Pods are responsible for incorporating this into each building design and this is checked by MDDC Development Control at Planning Approval stage to ensure the minimum standards are met. Post-completion, as built measurements have been taken at several schemes to further verify compliance.

Question 5

This suggests that as built measurements have not been taken at all schemes. Which ones have not been so measured?

Mr Paul Elstone

My questions relate to Agenda Item 12.

Modular Home Value for Money Benchmarking Report.

A report which I fully consider is fatally flawed this including with some very basic maths errors plus factual errors that seriously distort results.

I have provided Committee members with a copy of a document plus attachments, and which I hope you have had the opportunity to read. A document I believe once scrutinised fully validates my statement.

Question 1

The report represents that the Bristol New Kingsland development as a high cost development this when compared to this Councils ZED POD's modular projects.

The factual information available shows something very different.

The gross square meter cost for the Bristol development is three thousand four hundred and seven pounds (£3,407)

ZED POD - Croft Estate, Sandford, development cost five thousand five hundred and ninety pounds £ 5,590 or 64% higher.

Shapland Place – Tiverton cost £5,103 or 50% higher

St Andrew – Cullompton cost £4,689 or 36% higher

And astoundingly while not mentioned in the report, Fir Close - Willand will cost £8,108 or 136% higher.

These cost fully exposing the accuracy and therefore validity of the Value for Money data you have been presented with

Why are the financial numbers in the report so very different from fact?

Question 2

Why does the report say that the Bristol Development is Traditional Build when the evidence says it's built with MMC structures and using robotics?

Question 3

Why does the report indicate that the Bristol Development is not as energy efficient than it really is and as the available evidence shows. Even having Passive House design components?

Question 4

How reasonably can the Eastleigh former Post Office development be considered as a Value for Money point of reference?

A four (4) story high block, built using a mix of traditional and modules, even with a lift.

Very importantly a development that has two commercial units on the ground floor. This as shown in the document provided to this committee?

Question 5

The benchmarking makes use of grant funding in various forms to reduce the apparent ZED POD development cost. Grant funding that in most instances could and should be applied to the external developments used as the reference this to normalise the quoted development cost.

Grants if applied to the Bristol development cost calculations it would further and substantially prove that this Councils ZED POD development schemes are not providing the anything like "Best Value" and by any reasonable measure.

Will this Committee accept that the data they have been provided with in the report is fundamentally (fatally) flawed and therefore defer making any recommendations to Cabinet based on its content, this until fully scrutinised?

The Chair stated that as the questions had not been received in advance, written responses would be provided within 10 working days and attached to the minutes.

5 DECLARATION OF INTERESTS UNDER THE CODE OF CONDUCT

No interests were declared under this item.

Members were reminded that interests could be declared at any point during the meeting.

6 MINUTES

The minutes of the meeting held on 18 March 2025 were approved as a correct record of the meeting and **SIGNED** by the Chair.

7 CHAIRMAN'S ANNOUNCEMENTS

The Chair had no announcements to make.

8 START TIME OF MEETINGS

It was **AGREED** that the start time for meetings for the remainder of the municipal year continue to be at 2.15pm on Tuesday afternoons.

9 INTRODUCTION OF THE CO-OPTED TENANTS TO THE COMMITTEE (00:14:00)

The Chair welcomed and introduced the three new Co-Opted Tenants to their first meeting.

The three tenants were:

- a) Ian Henwood
- b) Marc Jones
- c) Thomas Sixsmith

Each of the Tenants provided a brief introduction to themselves and explained why and how they had become interested in being Co-Opted representatives on the Group.

It was explained that whilst the Co-Opted Tenants would not have any voting rights when it came to recommending policy to the Cabinet it would be extremely useful to the Group to receive their views and perspectives on policies and issues that affected tenants.

10 PERFORMANCE DASHBOARD FOR QUARTER 4 2024 - 2025 (00:22:00)

The Group were presented with, and **NOTED**, two slides * showing performance information in the Mid Devon Housing area both under the Housing Revenue Account (HRA) and the general Fund (GF).

The dashboards aimed to give an 'at a glance' understanding of how services were performing in terms of performance measures, finance and risk. Any measures that were also part of the Corporate Plan were listed in yellow text.

The indicators were presented with current performance, the annual target and a RAG (red/amber/green) rating to indicate whether or not the Council was on track to meet its target. Overall performance was presented in a pie chart which combined the RAG ratings for both the performance and the finance measures.

General Fund

- The Outturn relating to the General Fund was showing an under spend due to the late Homelessness Prevention Grant of £241k being received in 2024/25. Without that the service had slightly overspent, hence Red RAG status.

Housing Revenue Account (HRA)

- MDH Delivery of new Social Housing - Red and New net-zero properties (also at Red) - There had been delays to live projects, as well as difficulties awarding contracts for some projects which had contributed to this. The data only included homes when they were available for occupancy. As such there should be a significant rise at the start of this new financial year as more homes became available for occupation, such as at St George's Court.
- Market delivery of new affordable homes Year To Date (YTD) was showing as Red. This was an annual performance indicator and detailed the gross number of affordable housing units built or created across the district. This represented the overall housing market's creation of affordable homes. The target would be revised alongside the new Local Plan.
- Complaints responded to within Complaints Handling Code timescales was Amber. There was 100% compliance in Q4, Q3, and Q2. The only underperformance was back in Quarter 1, when 3 complaints were not responded to within the code timescales.
- HRA – Outturn was showing as Red. This was for a number of reasons including the Post Hill development; costs of viability studies for developments which had not proceeded; and the costs of converting St. George's court into accessible housing.
- HRA – Tenant Income (Outturn) - This related to the reduction in rent in 2024/25 following the correction of the rent formula.
- HRA – Capital Outturn was showing as Amber. Spend was relatively close to the budget being within 5%. There were some projects under and over spending. The over spends generally related to Right-to-buy buybacks.
- HRA – Capital Slippage % of development projects (current) was showing as Amber. 10 out of 42 projects had slipped – again relatively good and quite common for capital projects. This was offset to a degree with 5 projects accelerated from future years.

Discussion took place regarding:

- Delivery of Social Housing – was this total or YTD? Could figures not reflect if they were year totals or work in progress? It was explained that the figure showing was the outturn figure for last year. It would be misleading to include properties that were acquired or developed but not yet available for letting, when these were fully online the numbers would be included. This was not a linear issue but would be shown in stages.
- Complaint Response Time target 100% - was that reasonable? It was explained that this was a mandatory code from the Housing Ombudsman and had been in place for the last three years for Housing. That Housing therefore had had time to embed procedures to deal with this and therefore aiming for the 100% target was achievable.

- MDH specific tenant engagement events (YTD) was shown as 206 with a target of 100. It was confirmed this was a typo and would be corrected, however the outturn was still above target.
- Two year's worth of data under the new Tenant Satisfaction Measures would be needed before a target could be set in relation to 'MDH Antisocial behaviour cases relative to the size of the landlord'.
- ASB reports were dealt with on a case by case basis. The Council had an ASB policy and toolkit to assist in tackling this issue. It could be time consuming and challenging with many factors to take into account.
- It was confirmed again that eviction was the very last resort with all other avenues having been explored.
- Reference to indices of multiple deprivation could be helpful in analysing and assessing ASB cases but this was a complex area.
- The Ombudsman would always look at the Council's policies in relation to complaints issues or ASB to check that the Council had done what it said it would do in the policy.
- It was confirmed it was not unusual for capital projects to slip.

Note: * Slides previously circulated.

11 **MID DEVON HOUSING COMPLAINTS HANDLING REPORT 2024 - 2025** (01:01:00)

The Group had before it, and **NOTED**, a report and appendices * from the Head of Housing & Health providing annual information in relation to the handling of complaints by Mid Devon Housing.

The following was highlighted within the report:

- This was necessarily a large report since the Ombudsman required the Council to demonstrate that Members had seen it and to meet the statutory Complaints Handling Code. The report provided a window into what the Council was getting right and what it was getting wrong.
- The report demonstrated that the Council was handling complaints well, in a timely fashion and that the numbers of complaints had dipped slightly. The service proactively encouraged complaints and when received worked hard to identify common themes and areas.
- Most complaints related to repairs as was to be expected given the volume of service requests. Officers held a monthly complaints and performance meetings and sought to capture lesson's learned to improve the service where it could.

Discussion took place regarding:

- It was confirmed that every single complaint was logged, however, if for example a complaint was made that a repair had not been undertaken but that every effort had been made by officers to visit the property at an agreed time but had been refused entry, then that part of the complaint would not be upheld.
- Equality Impact Assessments could be tightened up and more thoroughly considered prior to policies affecting tenants being written rather than being considered at a later stage in the process.

- Lessons Learned - this list did not include common lessons learned such as improving communications, compliance with policy and procedure or staff/contractor relations, the question was asked as to why not? It was confirmed that whilst not listed, these factors were always considered.
- All complaints opened were shown as closed within the report, did this mean none were carried over as it suggested there were no problems? It was explained that some complaints were not an issue for the Council to deal with but were referred to the Ombudsman and in general the Council did not have long term outstanding complaints, all matters having been dealt with wherever possible.

Note: * Report and appendices previously circulated.

12 **VALUE FOR MONEY AND BEST PRACTICE IN MID DEVON HOUSING MODULAR SOCIAL HOUSING DELIVERY (01:31:00)**

The Group had before it a report * from the Head of Housing & Health providing it with the strategic and policy context supporting the delivery of modular (modern methods of construction, MMC) social housing in the Mid Devon Housing (MDH) Housing Revenue Account (HRA) development programme.

The following was highlighted within the report:

- The report dealt with some of the misconceptions regarding modular schemes. The report recognised the variety of different schemes that could be undertaken, not just modular but also more traditional methods of construction. The report provided a clear reference point moving forwards.
- The beginning of the report set out the key strategic position of the Council in terms of the national housing crisis.
- The Corporate Plan stated strong aspirations regarding a housing development programme. The Council had to try and navigate various Government funding schemes which were more orientated towards modern methods of construction and attempts to move towards net zero carbon emission.
- Limiting costs to the Council was a significant factor in determining build methods.
- The Council faced challenges in terms of infrastructure, utilities, economies of scale and the types of sites available for development. There were sometime planning schemes to consider as well as biodiversity, draining and flooding issues, all specific to individual sites.
- No two sites were the same making bench marking very difficult.
- When looking at net costs the Council's schemes were benchmarking well.
- Other factors the Council needed to consider were the speed of construction, the quicker a property was built the quicker it could be rented out as well as the effect of construction on other tenants and neighbours.
- Accommodation needed to be sympathetic to the surrounding area.
- Feedback had been very positive. Modular builds could be a benefit to tenants in terms of lower energy costs.
- This same report would be on the Scrutiny Committee agenda for 9 June 2025.

Consideration was given to:

- Future proofing – and the 60 year Building Regulation rule. It was explained that this regulation was the same for traditional builds as well as modular. It was exactly the same standard.
- Could the components of the Social Value Impact be measured? It was agreed it was very difficult to analyse the benefits to using prisoners for example in the construction process as a means of trying to ensure non-re-offending by providing trade skills.
- Was there a distinction between savings for MDDC and savings for residents?
- MMC were not automatically cheaper, however, at present it was not automatically a cheaper way to build homes. MMC required a constant pipeline, a repetition of product, and thus relied on economies of scale or highly localised manufacturing efficiencies and flexibility in order to generate ever-more efficient returns. Thus, larger scale projects and a consistent pipeline would mean eventual, more significant cost savings, but as it stood today, the industry was not at that scale. The Council had built or intended to build 93 MMC properties. What was the scale required?
- One of the tenants was able to provide first-hand experience of living in a Zed Pod modular home describing it as 'spacious' and 'perfectly sized'. Overheating was an issue and it would be nice if it could be designed to have more windows but on the whole the positives outweighed the negatives and as tenants they would score it 8/10.
- The relationship between the Council and Zed Pod Ltd was on a contract by contract basis. The Council was open to looking at other types of development and contractors if necessary.
- The Council had considered adding modular extensions to existing housing stock particularly when considering adaptations, however, there were challenges with the planning process and the groundworks needed to be right in order to proceed.
- It was confirmed that one of the scheme due to be completed later in the year would provide 10 new modular builds providing wheelchair access. The service tried very hard to marry up particular needs with available and future properties. Meeting local need was a priority.

RECOMMENDED to the Cabinet that:

- a) The report be **NOTED**.
- b) The Cabinet continues to adopt an HRA development programme with a focus on delivering MMC, modular net-zero social housing where possible and viable as part of the Council's future Housing Strategy.

(Proposed by the Chair)

Notes:

- (i) * Report previously circulated.
- (ii) Cllr G Czapiewski abstained from voting and requested that this be recorded.
- (iii) Cllr S Chenore left the meeting at 16:15pm and was not therefore present during the vote.
- (iv) Cllrs Cairney and Adcock were unable to vote to as they had left the meeting room during the discussion of the item.

13 MID DEVON HOUSING (MDH) SERVICE DELIVERY REPORT FOR Q4 AND OUTTURN FOR 2024-2025 (02:37:00)

The Group had before it, and **NOTED**, a report * from the Head of Housing & Health providing a quarterly update to Members on activity undertaken by Mid Devon Housing (MDH) including some relating to enforcement. It also provided some indication of the final outturn expected at the end of the year.

The following was highlighted within the report:

- When a property was left as a void, if necessary, it needed to be brought back up to the Decent Home Standard in order to be re-let and for a number of reasons this sometimes took time.
- Not all tenants could be forced to have non-safety related upgrades.
- It was confirmed that certain checks needed to be made legally, for example, gas safety checks.
- There were all kinds of voids but overall it was important to remember that there was a 97% occupancy rate.

Note: * Report previously circulated.

14 IDENTIFICATION OF ITEMS FOR THE NEXT MEETING

The items already listed in the work programme for the next scheduled meeting were **NOTED**. The Group were informed that the Housing Strategy may need to slip until later in the year as the Government were due to issue an important update in relation to housing in the coming months and this would affect the direction of the MDH Strategy.

(The meeting ended at 16.56 pm)

CHAIR

Homes PDG – 3 June 2025 - Public Questions and Answers

| Name of person submitting | Questions |
|---|---|
| <p>Barry Warren</p> <p>Page 17</p> | <p>My observations and questions are prompted by item 12 on your agenda.</p> <p>The report is prepared by the Head of Housing and Health.</p> <p><u>Question 1</u></p> <p>Is this the report which he told the March 2025 meeting he was going to present to give further reassurance that the Zed Pod developments were value for money and for people to be assured that right homes were being provided at the right cost?</p> <p>After he had advised of his proposed actions the then Chair of this committee said “Make it as robust as possible to counter the little group of difficult people.”</p> <p>Response from the Homes PDG Chair:</p> <p>In respect of the first part of the question above I can confirm it is the report.</p> <p><u>Question 2</u></p> <p>Is the report robust as required when there is manipulation of facts or the full truth is not being told?</p> <p>An example of this is contained in paragraph 1.8 of the report where it states – “It is also worth noting that MDDC has also been instrumental in enabling the delivery of other affordable housing units within the district - for example the 70 new properties at Post Hill.” There are those who know the full story behind this site where a deal was done with the original developers to acquire the land for a 3 Rivers project that did not materialise and</p> |

the land has been sold by MDDC at a loss of some £1.4 million. If the developers had built the houses as part of the original development some would already have been lived in for the past 3 years.

Response from the Homes PDG Chair:

Sources of the information used to develop the report are set out within the document / annexes and were discussed during the PDG meeting itself. There has been no manipulation of facts and the report seeks to put forward a balanced, robust appraisal of the strategic and local context for the delivery of MMC homes in the district, the national grant funding landscape and provides clear benchmarking / value for money information regarding the Mid Devon schemes. It provides further, factual information setting out the development standards and wider benefits to the Council and tenants.

As current chair of the PDG, I cannot comment in detail on the original land acquisition of the Post Hill site by the Council for affordable housing beyond signposting the questioner to the Cabinet meeting of 29 August 2023 and minute item 43 (HRA – large sites options appraisal). This provides further information and the historic context. [Cabinet 290823 HRA Large Sites Options.pdf](#)

Since the original acquisition, the Council has undertaken public consultation and secured full, major planning permission which ultimately facilitated the transfer of the site to a developer on behalf of a major regional registered provider of social housing. Development of the new affordable housing has commenced on the site. As such, the Council has evidently been instrumental in the enabling the delivery of these much needed new homes.

Question 3

Is this an example of due diligence and value for money?

The report gives information of grant funding which has been obtained which is excellent news for the MDDC finances.

Response from Homes PDG Chair:

Yes.

Question 4

Is it correct for this grant monies to be deducted from a build cost to make costs per square meter of floor space look cheaper than it really was?

In true 'Yes Minister' comedy script the following appears on page 145 of your papers: Space standards – all residential schemes meet the nationally described space standards. As the formal Principal Designer and developer, Zed Pods are responsible for incorporating this into each building design and this is checked by MDDC Development Control at Planning Approval stage to ensure the minimum standards are met. Post-completion, as built measurements have been taken at several schemes to further verify compliance.

Response from Homes PDG Chair:

In respect of the first part of Question 4, then yes.

For transparency purposes, the report / annexes are clear in presenting both the gross and net costs to the Council of the Zed Pod modular schemes alongside other, traditional build or MMC schemes within its housing development programme and outside of Mid Devon. By very definition of gross and net, if there is grant income attributable to a specific scheme then this deducted from the gross cost resulting an actual, net cost that is lower. The scheme therefore does not look cheaper, but is cheaper for the Council and a key part of the viability of the scheme. As the report highlights in several areas, it is the net cost to the Council's HRA budget that is the relevant measure and the MMC design, net-zero carbon specification together with the regeneration and social rent focus of the Zed Pod schemes that have enabled to Council to attract a higher level of grant funding.

Question 5

This suggests that as built measurements have not been taken at all schemes. Which ones have not been so measured?

Response from Homes PDG Chair:

All the Council's modular schemes completed and now occupied have been checked as built against the national space standards. Alongside the approved planning drawings, these measurements were undertaken to provide assurance in respect of repeat queries regarding compliance in this regard. As noted in sections 4.13 – 4.14 of the report, there are common advantages in off-site MMC modular factory build in terms of quality and design. One of the greatest differences between traditional building and MMC is the ability to ensure a level of quality in the finished product that meets exact design specifications.

The assessment of drawings against requirements such as space standards is nevertheless the principal mechanism within the Local Planning Authority development management process to ensure compliance for all relevant planning applications. Consequently, there are doubtless a number of other, non-Zed Pod modular residential developments completed within the district since the present space standards came into force several years ago that have not been measured as built where the planning process has provided assurance as the development consent stage as is required.

Paul Elstone

My questions relate to Agenda Item 12.

Modular Home Value for Money Benchmarking Report.

A report which I fully consider is fatally flawed this including with some very basic maths errors plus factual errors that seriously distort results.

I have provided Committee members with a copy of a document plus attachments, and which I hope you have had the opportunity to read. A document I believe once scrutinised fully validates my statement.

Question 1

The report represents that the Bristol New Kingsland development as a high cost development this when compared to this Councils ZED POD's modular projects

The factual information available shows something very different.

The gross square meter cost for the BRISTOL development is Three Thousand Four Hundred and Seven Pounds (£3,407)

ZED POD - CROFT ESTATE SANDFORD development cost Five Thousand Five Hundred and Ninety Pounds £ 5,590 or 64% higher.

SHAPLAND PLACE – TIVERTON cost £5,103 or 50% higher

ST ANDREW – CULLOMPTON cost £4,689 or 36% higher

And astoundingly while not mentioned in the report, FIR CLOSLE - WILLAND will cost £8,108 or 136% higher..

These cost fully exposing the accuracy and therefore validity of the Value for Money data you have been presented with

Why are the financial numbers in the report so very different from fact?

Response from Homes PDG Chair:

In order to provide a broad response to statements within the question that the report is seriously flawed or contains errors, it is helpful to highlight the following:

- Benchmarking is very difficult for construction projects where no two schemes are the same. Some may be green-field, high-volume sites and lower specification build, others may be small, infill/brownfield regeneration sites but higher specification. Some schemes are fully traditional build, some fully MMC

with others a blend and within MMC there are different categories. Furthermore, variable energy performance is designed and costed in, resulting in different EPC ratings. In a local context, project designs and local planning requirements will vary significantly too. These variables are set out more fully within the report.

- External information supporting benchmarking has come directly from independent and authoritative sources including Homes England. This includes the Homes England classification of sites in Annex B of the report that are in receipt of Affordable Homes Programme (AHP) grant funding. Homes England have therefore set out their consideration of whether the specific scheme is classified as traditional or a category of MMC overall and this has been duplicated in the report.
- Other information has come from publically available data including planning documents.
- All stated AHP grant amounts for the benchmark schemes have also come directly from the awarding, responsible body i.e, Homes England.
- Typically, the Council's Zed Pods schemes are around 6 units in size and located on infill, brownfield regeneration sites. As such, the wider schemes used for external benchmarking have been selected to have as similar as possible characteristics and scale across a mix of different traditional or MMC build types. For this reason atypical, single-unit developments such as Fir Close were not selected and a more valid benchmarking exercise has been undertaken.
- A single unit development will still carry a level of project costs such as planning, project management, utility changes/provision and disbursements etc that are common to any development. As such Fir Close and any other single unit developments outside of the Council is very likely to have higher than average m2 and unit costs. As per responses previously provided to earlier questions from the questioner, Fir Close has been benchmarked against another recent single unit development in receipt of AHP funding outside of the Council area where the cost comparisons are favourable on this more valid basis. Whilst seeking to meet local needs and bring forward some smaller developments, Fir Close is nonetheless an

atypical scheme for the Council with very few single unit developments forming part of its current or planned development programme.

- The external grant funding requirements with Homes England and MHCLG are very robust and independent. They professionally scrutinise our project costs and undertake their own value for money (VfM) exercises using national benchmarking data they have access to. If our schemes don't meet the benchmarking and VfM requirements then the Council would not be awarded grants and funding would be allocated elsewhere. Given that the Council have been consistently successful in leveraging grants with regards to its Zed Pod MMC schemes this is not the case and feedback from Homes England is that our schemes are at the upper end of high value, as the report sets out.

In respect of the stated m2 costs for the Bristol New Kingsland development, the figure being quoted within this question (£3,407) will in likelihood be based on the gross internal floor area for the entire development. For all the Zed Pod schemes m2 costs, the report has used gross internal liveable floor area in m2 – this is a conservative approach as it excludes communal areas, stairwells, bin stores, landings etc resulting a per m2 cost for the overall project that is higher in relative terms. Some adjustment was therefore made when benchmarking against the Bristol New Kingsland scheme in to compare it on a closer to 'like for like' internal liveable floor area basis. Consequently, the report is stating a slightly higher cost per m2 of £3,724.

Irrespective of which of the above m2 costs are applied for New Kingsland, this does not change the relative ranking of the scheme in the report (5.14/Table 1) where the net m2 cost is still higher than any of the Mid Devon Zed Pods schemes.

In respect of the cost comparisons set out within the question regarding the Crofts, Shapland Place and St Andrews Zed Pod schemes, the questioner is incorrectly comparing the gross costs per m2 of the Zed Pod units with the net cost of the Bristol New Kingsland project. The correct net to net m2 comparisons are set out in the report and duplicated below with the % differences shown.

Net cost per m2 (gross living floor area)

| | |
|--------------------------------|--|
| Bristol New Kingsland | £3,407 - £3,724 |
| Crofts Zed Pod modular: | £3,321 or 2.5% lower (against lowest possible New Kingsland cost) |
| Shapland Place Zed Pod modular | £2,874 or 15.6% lower (against lowest possible New Kingsland cost) |
| St Andrews Zed Pod modular | £2,305 or 32.3% lower (against lowest possible New Kingsland cost) |

Question 2

Why does the report say that the Bristol Development is Traditional Build when the evidence says it's built with MMC structures and using robotics ?

Response from Homes PDG Chair:

As set out in the response to Question1, external information supporting benchmarking has come directly from independent and authoritative sources including Homes England. This includes the overall site classification i.e. whether Homes England consider the scheme benchmarked to be traditional or a category of MMC and the report is simply being consistent. Nevertheless, specifications, other broader comparables (e.g, scale, brownfield regeneration, social housing) and unit / m2 costs for specific schemes are more applicable in terms of VfM benchmarking, as is emphasised in the report, rather than simply the traditional/MMC or blended build classification of each development.

Question 3

Why does the report indicate that the Bristol Development is not as energy efficient than it really is and as the available evidence shows even having Passive House design components?

Response from HPDG Chair:

All dwellings in the UK have an associated Energy Performance Certificate (EPC). This document provides a

headline energy efficiency rating and is the legal standard nationally as set out in the Energy Performance of Buildings (England and Wales) Regulations 2012. It is a clear way of comparing one building with another as a legal reference value or benchmark.

The EPC will provide an energy efficiency rating from A to G, where A is very efficient and G is the least efficient. The better the rating, the more energy efficient the building is, and the lower the fuel bills are likely to be for the occupants.

Homes England have stated that the EPC of Bristol New Kingsland development is B, lower than the energy performance of the EPC A ratings of the Zed Pod modular schemes.

The Passive House (or Passivhaus) specification is one form of energy efficient design or type of construction concept for buildings of German origin and is not directly related or comparable to the UK EPC rating. Furthermore, a scheme having components of Passive House design may not be fully certified to meet the overall Passive House standard.

Question 4

How reasonably can the Eastleigh former Post Office development be considered as a Value for Money point of reference?

A four (4) story high block, built using a mix of traditional and modules, even with a lift.

Very importantly a development that has two commercial units on the ground floor. This as shown in the document provided to this committee?

Response from Homes PDG Chair:

The challenge in comparing construction projects is set out within the report and summarised in the response to Question 1 above. To reiterate, typically, the Zed Pod schemes are around 6 units in size on average and located on infill, brownfield regeneration sites. As such, the sites used for external benchmarking have been

selected to have similar as possible characteristics and scale across a mix of different traditional or MMC build types.

The Eastleigh development was therefore included as it contains a mix of other modular build (and is defined as MMC by Homes England) and is also an infill, regeneration project for affordable housing. It was furthermore also awarded Homes England AHP funding. As set out in the report, many of the schemes have additional or variable requirements such as communal areas, podium design, landscaping and open space provision, lifts, higher or lower levels of parking provision, different drainage and other infrastructure requirements etc. Consequently, there will be some differences between the Eastleigh scheme and all the other MDDC or non-MDDC schemes used with the benchmarking set out in the report.

It should also be highlighted that reference to commercial units in a VfM context should not be taken to imply such units have higher construction costs. Conversely, commercial units are typically lower cost to provide in comparison to residential units on an m2 comparison basis.

Question 5

The benchmarking makes use of grant funding in various forms to reduce the apparent ZED POD development cost. Grant funding that in most instances could and should be applied to the external developments used as the reference this to normalise the quoted development cost.

Grants If applied to the Bristol development cost calculations it would further and substantially prove that this Councils ZED POD development schemes are not providing the anything like “Best Value” and by any reasonable measure.

Will this Committee accept that the data they have been provided with in the report is fundamentally (fatally) flawed and therefore defer making any recommendations to Cabinet based on its content, this until fully scrutinised?

Response from Homes PDG Chair

Grants where applicable and where awarded have been applied to all schemes in the benchmarking tables. This clearly includes the Bristol New Kingsland development and a £1,600,000.00 AHP grant award as set out

in Annex B of the report. Consequently, the basis of the question and assumptions made appear to be incorrect.

The inclusion of grant funding as an income against overall project cost is wholly valid in accounting terms and actual expenditure incurred. For transparency purposes, the report / annexes are clear in presenting both the gross and net costs to the Council of the Zed Pod modular schemes and other, traditional build or MMC schemes within its housing development programme and outside of Mid Devon. By very definition of gross and net, if there is grant income attributable to a specific scheme then this deducted from the gross cost resulting an actual, net cost that is lower.

As the report highlights in several areas, it is the net cost to the Council's HRA budget that is the relevant measure and the MMC design, net-zero carbon specification together with the regeneration and social rent focus of the Zed Pod schemes that has enabled to Council to attract a higher level of grant funding and a lower net cost whilst meeting its wider corporate plan objectives.

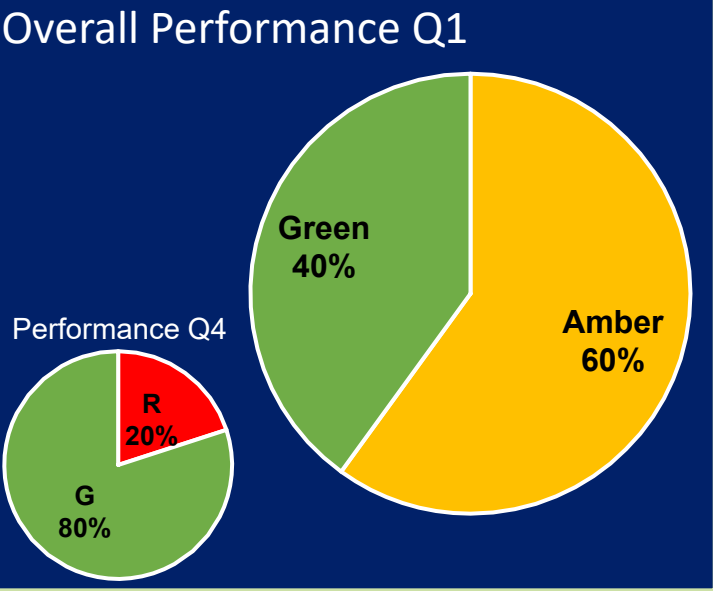
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Homes PDG Performance Dashboard (General Fund) – Quarter 1 2025/26

| Performance Measures | Performance | Annual Target | RAG |
|--|-------------|---------------|-----|
| Providing support to those experiencing homelessness | 100 % | 100 % | G |
| Applicants on the Devon Home Choice waiting list (Band A-C) | 535 | N/A | |
| Households in Hotels (Current) | 13 | N/A | |
| Households placed in interim or temporary accommodation this quarter | 52 | TBC | |
| Home Improvement Loans sanctioned (YTD) | 2 | 10 | A |
| Private rented sector improvements (YTD) | 8 | 10 | G |
| Private sector housing service requests response rate (Av. YTD) | 90 % | 95 % | A |
| Unoccupied and unfurnished empty homes (Current) | 441 | N/A | |

| Finance Measures | Performance | Annual Target | RAG |
|--|-------------|---------------|-----|
| Homes PDG – Projected Outturn | £134k | £130k | A |
| Spend on external interim and temporary accommodation (Q1) | £48,362 | N/A | |

| Corporate Risk | Risk Rating (Trajectory) |
|--------------------------|--------------------------|
| Homes for Ukraine Scheme | 4 (No Change) |
| Housing Crisis | 12 (No Change) |



In Focus

Landlord networking event: In May, the Council held an event aimed at improving private rented accommodation. Held at the Corn Barn in Cullompton, the event promised to help landlords be mindful of their legal obligations and to ensure their tenants have access to good quality well managed and safe rental accommodation.

The evening’s line-up included an engaging keynote speech from TV’s Martin Roberts who, also a landlord himself, shared his experiences and insights with attendees.

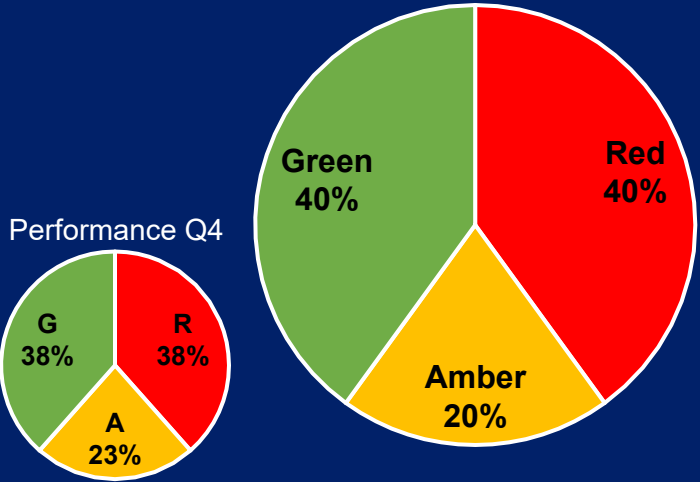
Homes PDG Performance Dashboard (HRA) – Quarter 1 2025/26

| Performance Measures | Performance | Annual Target | RAG |
|--|-------------|---------------|-----|
| MDH Satisfaction that the home is safe (TSM – TP05) | N/A | 70 % | |
| MDH Delivery of new Social Housing (YTD) | 5 | 100 | R |
| New MDH net-zero MMC properties (YTD) | 5 | 50 | R |
| Tenant satisfaction with the overall repairs service (TSM – TP02) | N/A | 70 % | |
| Market delivery of new affordable homes (Annual) | N/A | 94 | |
| MDH Overall tenant satisfaction (TSM - TP01) | N/A | TBD | |
| MDH Complaints responded to within Complaints Handling Code timescales (TSM-CH02; Average YTD) | 100 % | 100 % | G |
| MDH Antisocial behaviour cases relative to the size of the landlord (TSM – NM01; YTD) | 2.03 | TBD | |
| MDH Housing stock occupancy rate (YTD) | 97.5 % | 97 % | G |
| MDH Routine repairs completed on time (Average YTD) | 93.1 % | 95 % | A |
| MDH specific tenant engagement events (YTD) | 37 | 100 | G |

| Finance Measures | Performance | Annual Target | RAG |
|--|-------------|---------------|-----|
| HRA – Projected Outturn | (£118k) | £0 | G |
| HRA – Projected Tenant Income (Outturn) | £15,070k | £15,076k | A |
| HRA – Projected Capital Outturn | £17,302k | £27,663k | R |
| HRA – Capital Slippage % of development projects (Current) | 29.4% | 0 % | R |

| Corporate Risk | Risk Rating (Trajectory) |
|-------------------------------|--------------------------|
| Housing Rent Correction Error | 8 (No Change) |

Overall Performance Q1



In Focus

Housing rent corrections: Progress is being made to correct and refund housing rent where appropriate. The rent correction cases are not all refunds due to benefits being awarded. Each case needs to be reviewed before a refund can be considered.

The checking is very much in progress and anticipate to have all housing benefit corrected by the end of August 2025. Following this, the matter of tenant refund can be looked at.

As of 07 August 2025, there have been 76 refunds, and 1,501 housing benefit corrections.



Report for: Homes Policy Development Group

| | |
|----------------------|--|
| Date of Meeting: | 9 September 2025 |
| Subject: | Medium Term Financial Plan |
| Cabinet Member: | Cllr John Downes – Cabinet Member for Governance, Finance and Risk |
| Responsible Officer: | Andrew Jarrett – Deputy Chief Executive (S151) |
| Exempt: | N/a |
| Wards Affected: | All |
| Enclosures: | Appendix 1 – GF MTFP Summary Position Appendix 2 – Emerging GF Budget Pressures Appendix 3 – Homes PDG GF Savings Options Appendix 4 – All Savings Options Appendix 5 – HRA MTFP Summary Position Appendix 6 – HRA Budget Pressures / Savings Options |

Section 1 – Summary and Recommendation(s)

To present to Member's the updated Medium Term Financial Plan (MTFP) which covers the period 2026/27 to 2028/29 and to discuss initial options for cost pressures/savings or income related to the services covered by this Policy Development Group (PDG).

Recommendation(s):

That Members of the Policy Development Group:

- 1. Note the updated MTFP position for both the General Fund and Housing Revenue Account covering the years 2026/27 to 2028/29;**
- 2. Consider and recommend to Cabinet the Budget Proposals as set out in Appendices 2, 3 and 6, and where further savings should be sought and to what level.**

Section 2 – Report

1.0 Executive Summary

- 1.1 This report briefly summarises the information included within the September 2025 Cabinet Report, outlining the financial uncertainty faced by the council for the period 2026/27 to 2028/29. Specifically, it focuses on aspects relevant to this Policy Development Group (PDG).
- 1.2 The 5-year timeframe usually covered by the MTFP is not applicable due the Government's previous announcement of Local Government Reorganisation (LGR) for authorities within Devon. The current expected date for commencement of the new entity, in whatever form, is April 2028. However, to show a meaningful MTFP period, we have continued financial estimations through to 2028/29.
- 1.3 2026/27 is an exceptional year in terms of funding for the sector. The Government have announced that practically all the various funding mechanisms within the sector will alter. This leads to an unprecedented level of uncertainty and makes it practically impossible to explain let alone forecast and plan for.
- 1.4 It is understood that the Council has been targeted as part of a minority group of around 50 authorities that will be one of the biggest losers based on their initial draft calculations on funding – which would see us targeted for between a 5-7% real terms cut in 2026/27 as opposed to the 0% cash floor applied to the remaining c300 authorities. The funding baseline to which this cut will apply is not clear, but if this is applied the funding shortfall will be in the region of £2m - £3m.
- 1.5 However, there are other new sources of funding expected outside of the settlement that will reduce the impact. The Extended Producer Responsibility (EPR) Grant was introduced late in the budget process for 2025/26. Government have indicated that similar levels of funding should be available in future years, albeit that as producers reduce the volume of packaging, the grant received will fall. Similarly, we assume that all authorities will receive a share of the Weekly Food Collection Grant funding in the future. Currently the Government is not providing any indicative figures and timing of such announcements is likely to be at the same time as the funding settlement.
- 1.6 The above paragraphs demonstrate the high degree of uncertainty that remains on what level of funding might be received from 2026/27 onwards. There is ongoing modelling by the Ministry of Housing, Communities and Local Government (MHCLG) on the new funding formulae and only in late November / early December are we expecting full clarity of our individual position.

2.0 Introduction and purpose of the Medium Term Financial Plan

- 2.1 The main purpose of the MTFP is to show how the Council will strategically manage its finances in order to support the delivery of the priorities detailed in the Corporate Plan 2024 – 2028 and future years beyond that plan.
- 2.2 The MTFP helps strategically plan the budget setting process, but of equal importance, gives Management and Members an overview of future budget gaps so strategic decisions can be made over levels of future spending, Council Tax levels, policies for fees and charges, asset investment or disposal, etc.

3.0 Framework for the Medium Term Financial Plan

- 3.1 The starting base for the MTFP is the 2024/25 approved budget, which is then adjusted for any supplementary estimates approved by the Council or any significant budget variances identified in the monthly budget monitoring report to the Cabinet.
- 3.2 This base then has to be adjusted for unavoidable costs, such as, pay increases, inflation, service pressures associated with new legislation, a growing residential or business property base or improving performance, etc. The MTFP will also consider forecasts for investment receipts and income from fees and charges.
- 3.3 Finally the MTFP considers and makes assumptions regarding future levels of funding, in particular Council Tax including the potential growth in tax base, Business Rates again including any movement in the baseline as well as changes in the reliefs, multipliers and overall retention levels. Forecasts are also made for the likely level of future Central Government funding based on a range of assumptions. As a consequence, **Appendix 1** illustrates possible risks within the plan and the potential financial sensitivity to changes in the assumptions.

4.0 The Underlying Principles – still applicable?

- 4.1 The Council previously adopted the following underlying principles as a base assumption during the life of the MTFP:
 - 4.1.1 Principle 1 – General Fund Reserves
 - Each year the Council will target a balanced revenue budget without the use of General Fund reserve balances. The level of predicted deficits over the period of this plan may ultimately require the application of reserves to a degree to achieve the mandatory balance. However, this option is not

reflected in the numbers presented and must only be considered as a last resort;

- The Council faces considerable financial risks that can have a potentially significant and immediate impact on its finances. The MTFP will attempt to ensure that the General Fund Reserve balance does not fall below the current minimum agreed level (£2m).

Whilst every effort will be made to identify efficiency savings, given the scale of the likely funding reductions it is unlikely that a sufficient level can be identified to fully balance the 2026/27 budget without significant implications on service provision. Also, there is an extremely limited time frame available between finalisation of the funding settlement and setting the budget for 2026/27. Therefore, as a result of this combination of issues, it is highly likely that some level of draw from reserves will be required, and a full review of Earmarked Reserves will be necessary to see what can be realigned, and whether a minimum balance of £2m in General Reserves can be maintained.

4.1.2 Principle 2 – Optimise Income Generation

- Council Tax funds the largest share of the Council's budget. Annual increases will be kept within Government set guidelines. In reality this now gives the Council very little scope to significantly increase Council Tax income as the recent nationally prescribed referendum rate has been limited to a maximum of 2% or £5. This plan assumes that this rate will remain unaltered throughout the five year cycle;

It should be noted that Government expect all councils to maximise the increase in Council Tax in line with the referendum limits. Furthermore, the Government continue to raise additional flexibilities within the Council Tax scheme as possible options to mitigate the impact of the substantial funding reductions.

- The Council will continue to look at opportunities to generate additional sustainable income. This could be through reviews of existing Fees and Charges or through new charges for discretionary services. Such charges should be set at levels that are appropriate and proportionate to the costs of the service they are delivering and the market within which they operate. The Council will continue to explore new commercial opportunities (as a 'business as usual' model is clearly no longer deliverable).

In reality, the current fees are at the higher end of the scale locally, meaning that only inflationary increases are likely to be tolerated by the local marketplace.

4.1.3 Principle 3 – Allocation of Revenue Resources

- Resources will be directed to high priority and statutory services and hence away from low priority services, which will likely result in less investment in discretionary areas. With the exception of spend to save projects on lower priority services that can either cut future costs or increase revenue to enable cross subsidisation of higher priority services;
- It will seek to deliver further efficiency in its service delivery models and secure procurement savings in its new contractual arrangements which will then be factored into future spending plans. Note that opportunities to improve efficiency reduce over time and now only deliver benefits at the margins. Similarly, effective procurement does not always deliver savings as it is dependent upon market conditions at that time.

Following the LGR announcement, opportunities for new service delivery models are not deliverable in the timeframe. Similarly, financial gains from longer term contracts will be limited by the reduced timeframe.

4.1.4 Principle 4 – Allocation of Capital Resources

- The Council will continue to prioritise schemes, for instance to generate income, to meet corporate objectives and to enhance its asset base;
- The Council will continue to ensure it provides Value for Money through the efficient and effective use of its assets. The Council will look to dispose of surplus assets in order to maximise capital receipts and reduce ongoing revenue maintenance costs associated with holding the asset. Careful consideration will also need to be used to ensure the maximum market value is achieved when disposing of assets;
- Prudential borrowing will only be made during the life of the MTFP after the production of a fully costed business case that demonstrates how the investment meets the Council's policy objectives, has exhausted all other external funding routes and delivers measurable improvement within a reasonable payback period;
- The Council will keep its internal borrowing under review and when appropriate will consider the potential to fix rates in the medium to long term to manage the risk and potential financial impact of interest rate increases. Consideration will also be given to whether the most appropriate funding mechanism is to fully utilise cash balances and undertake short-term borrowing to meet cash flow requirements. The Council continues to consult specialist advice to keep this under review.

With LGR on the horizon, the planning of debt finances leads to ongoing commitments for the new entity. At present there is a case to undertake cheaper

short term financing solutions, leaving the new entity free to re-finance as it deems appropriate in due course.

4.2 These are all underpinned by a culture of Budget Ownership across all services.

5.0 Summary of the likely changes to Local Government Funding relevant to the General Fund

5.1 There are significant and wide ranging changes likely for all local authority funding streams. The main areas of change are:

5.2 Core Government Funding

The formulae used to distribute the funding for the last 20+ years is being replaced through a review called the “Fair Funding Review 2.0” (first announced in 2016). The formulae will be simplified and the underlying base data updated, leading to very different outcomes for individual authorities. Furthermore, political decisions to prioritise certain indicators, such as deprivation over sparsity give rise to significant swings in funding from one geographical area to another – something known as resource equalisation.

5.3 Business Rates

The biggest impact for the Council will be the changes announced for Business Rates. Again, many of these changes are the first since the current scheme’s introduction in 2013/14. In summary, the main changes are:

- The revaluation of the local business properties by the Valuation Office – leading to changes in the charge placed on local businesses;
- The introduction of 5 new multipliers (replacing 2 currently);
- The removal / reduction in the application of reliefs, such as that awarded to Retail, Hospitality and Leisure, as the new multipliers will now incorporate that adjustment;
- The reset of the funding baseline from that used within the current funding settlement, which was based upon 2010/11 and 2011/12. This is designed “to move business rates income retained by local authorities to the places which need it most”.

None of these values will be known until the autumn, with the levels of the multipliers and reliefs expected in the Chancellor’s Autumn Budget, the date for which is yet to be announced.

The clear outcomes of these changes are:

1. Places more responsibility on local authorities to administer the more complex scheme and increases their risk of non-collection;

2. Shifts funding from those that have most increased the business rates baseline – whether through council led initiatives, or simply through movements in valuations.

5.4 Council Tax

Perhaps the area with the least change, which remains unchanged from its introduction in 1993. There is no change to the scheme itself, or the prescribed level of the referendum limit. However, the change here is in how councils can chase and enforce outstanding debt. Government proposals include extending the timeframe before a council can enforce, and softens its enforcement capability. The outcome of this is likely to be that less council tax will ultimately be collected, reducing the Council's funding. Also changes to payment periods will have treasury cash flow implications.

5.5 Extended Producer Responsibility (EPR)

The EPR Grant was introduced late in the budget process for 2025/26. The indicative allocation of £927k was fully earmarked in the budget to set it aside to contribute to the remodelling works planned at the waste depot. Subsequently this indicative allocation has increased to £1,438k reflecting the increase in recycling rates secured after the successful implementation of Bin-It 123. Government have indicated that similar levels of funding should be available in future years, albeit that as producers reduce the volume of packaging, the grant received will fall. Therefore a prudent assumption of £1,000k is included within the MTFP.

5.6 Food Waste

Similarly, there is potential funding available to help meet the cost of weekly food collection from 2026/27. It is considered "potential" as this funding has been targeted to those authorities that have not yet moved to weekly collection. We consider this grossly unfair as our local tax payers have funded this move and therefore we assume that all authorities will be treated fairly and all receive a share of this funding in the future, hence the inclusion of £250k per annum in the MTFP.

- 5.7 Wider reforms are also being considered. It still remains unclear how some of the incentive funding schemes such as New Homes Bonus and Business Rates will be refocused and how some of the new proposed changes will be offset by New Burdens funding. It is further assumed that the number of separate grants available (largely through competitive bidding processes) will reduce.

- 5.8 It is expected (and hoped) that over and above all of these changes will be a scheme of transitional support. Currently the Government have indicated that the movement from the current formulae will be implemented across the 3-years of the settlement ($\frac{1}{3}, \frac{2}{3}, \frac{3}{3}$). In addition, the cash impact of the change will also be "smoothed" across the 3 years (100%, 0%, 0%) – meaning there will likely be a "big bang" in 2026/27, and then funding will be frozen for the following

2 years. It is not clear if full transition to the new funding mechanisms will occur within the 3-year settlement.

- 5.9 With any significant changes to funding streams, there would normally be a level of transitional support to smooth the impact over time. Should the Council be one of those c50 authorities targeted for the largest cuts in funding this will be especially relevant, particularly in respect to business rates where we have seen significant growth in our funding.

6.0 Summary of the Medium Term Financial Plan

- 6.1 As outlined above, the MTFP takes into consideration the current financial position against the 2025/26 base budget. The Qtr. 1 forecast indicated an overspend of £232k on the General Fund, indicating that although services generally are managing their budgets well, they are feeling pressure.
- 6.2 This is added to the assumed inflationary pressure, currently forecast to be c£600k plus relatively minor movements in Non-Service budgets.
- 6.3 As there is not clarity on the potential funding, three potential scenarios have been modelled based upon mooted outcomes from the Fair Funding Review 2.0, to give a guide to the potential scale of the funding shortfall.
- 6.4 This indicates the overall forecast shortfall for 2026/27 ranges between c£900k to c£3,300k, as shown in **Appendix 1** and summarised in the table below:

Table 1 – MTFP 2026/27 General Fund Assumptions Summary

| | | Assumption 1a | Assumption 1b | Assumption 1c |
|----------|-------------------------|---------------|---------------|---------------|
| 2025/26 | | 2026/27 | 2026/27 | 2026/27 |
| £000 | | £000 | £000 | £000 |
| 15,071 | Expenditure | 15,602 | 15,602 | 15,602 |
| (15,071) | Funding | (14,683) | (14,756) | (12,252) |
| 0 | Annual Shortfall | 919 | 846 | 3,350 |

Note, if the shortfall is not mitigated by ongoing savings, the shortfall remains in future years; in essence the problem has only been bumped into the future.

- 6.5 This is clearly a challenge built upon a number of assumptions, caveats, decisions based upon external advice and the most up to date information available at this time. Clearly, any major variations in these assumptions would require a fundamental review of the Council's MTFP and would be reported back to Cabinet and the wider Membership as soon as practical, coupled with proposed courses of action that could be implemented.
- 6.6 The Council has a legal requirement to set a balance budget and needs to ensure its overall costs are affordable i.e. they can be funded through income

and planned short-term use of reserves. Members therefore need to take the necessary decisions and actions to manage net spending within affordable limits.

7.0 Approach to closing the Budget Gap

7.1 Many of the issues, assumptions and sensitivity of items included within the MTFP are complex, often inter-related and will undoubtedly be subject to variation and ultimately fundamental review depending on the levels of future funding reductions. However, strategic decisions have been ongoing to reduce the current and future operational costs.

7.2 In order to reduce the forecast deficit the Council will strive to constantly manage its costs and revenues by:

- Ensure fees/charges are revisited regularly and that the Council are charging appropriately for all items possible;
- A continued reduction of discretionary service and employee costs (via vacancy management) – which may incur short term upfront costs;
- Investigation of spend to save projects;
- Maximise procurement efficiencies;
- Examine different ways of delivering services to reduce costs;
- Continued benchmarking and learning from best practice;
- Consideration of growing the residential and commercial property base to align delivery with Government funding priorities.

Some of the savings strategy shown above are now less likely to be pursued due to the current and ongoing focus on LGR.

7.3 Part of that saving could come from increasing income from Service Fees and Charges. Following a full review last year, many services now have delegated authority to increase fees in line with inflation. The working assumption is that this will be done.

7.4 During the summer, Leadership Team and services have been reviewing a range of budget options that could be considered in order to help mitigate that remaining budget shortfall across this MTFP, with a particular focus on 2026/27. In putting forward the options, officers have applied a risk level to them based upon Red, Amber, Green as follows:

Red – indicates the saving could be taken, but there are higher risks/implications associated with it and therefore officers would not recommend it;
Amber – indicates the saving could be taken, but there are risks and implications associated that members need to be aware of / accept;
Green – indicates a saving that is recommended by officers.

- 7.5 **Appendix 2** provides a list of the budget pressures emerging. These are not currently included within the MTFP forecast. Clearly officers will look to mitigate these as far as possible, but inevitably the majority of these will need to be included within the 2026/27 Budget, adding further pressure to identify deliverable savings.
- 7.6 **Appendix 3** provides a list of the potential savings that have been identified relating to this PDG. Members are asked to consider these and recommend to cabinet those they believe should be progressed. A full list of all savings identified is also included with Appendix 4 for context.
- 7.6.1 There are a number of savings proposals that have options depending on the scale of the change agreed. These options are largely mutually exclusive, i.e. is it is one or the other, not both. Therefore the appendix assumes Option 1 (generally green) will be considered and options 2 (and 3 where relevant) are included separately should members wish to agree to stretch the proposal.
- 7.6.2 Potential savings could be made in certain areas linked to de-scoping or downsizing activity, should turnover allow for a natural wastage approach in these identified areas. Organisation-wide turnover should allow for a realisation of some of these savings over the coming months and years. However, they are categorised as amber/red to denote that these are not immediately realisable (amber) or would not be recommended due to the severe negative impact on service delivery (red). This aligns with the early steer from the administration around prioritising and protecting service delivery to customers alongside a desire to ensure no redundancies are required given the opportunities to manage workforce resource effectively through targeted vacancy and turnover management. The combined value of such options indicates the level of Vacancy Target that could be included within the budget.
- 7.7 Given the scale of the forecast shortfall, all possible options to increase income or reduce costs must be considered. Members will appreciate that all budget options will require political support and therefore if some suggestions are deemed to be unacceptable then other savings will need to be proposed. Members should indicate where these alternatives should be sought.

8.0 Balances and Reserves

- 8.1 The Council should look to match on-going spending plans to available in-year resources. Any use of reserves to support ongoing expenditure only delays the requirement for the identification and implementation of a sustainable saving.
- 8.2 Therefore this plan does not include any utilisation of these reserves. However, with the scale of the deficit, it is conceivable that some utilisation may be necessary. If so, this would normally be on the basis that the reserve is replenished by the end of the MTFP period. Due to LGR, this is not likely to be

possible and therefore will remain below the recommended level for the remainder of the Council's existence.

- 8.3 The overall level of balances transferring to the new entity will be reduced and would therefore clearly have financial consequences for the inheriting organisation.

9.0 Housing Revenue Account (HRA)

- 9.1 The HRA is a ring-fenced account within the Council's financial accounting system. This means that a balanced budget must be set each year including all income and expenditure pertinent to the Council's landlord function and excluding all other income and expenditure (since this would be captured as part of the General Fund budget).
- 9.2 The draft HRA MTFP for 2026/27 to 2028/29 is included within Appendix 5 and is summarised below:

Table 5- HRA MTFP Summary

| 2025/26 | | 2026/27 | 2027/28 | 2028/29 |
|----------------|---------------------------------------|----------------|----------------|----------------|
| £000 | | £000 | £000 | £000 |
| 10,282 | Direct Expenditure | 10,911 | 11,319 | 11,742 |
| (16,191) | External Income | (16,877) | (17,575) | (18,145) |
| (5,909) | Net Cost Of Services | (5,965) | (6,256) | (6,403) |
| 5,909 | Indirect Expenditure | 6,306 | 6,549 | 6,966 |
| 0 | Budget (Surplus) / Deficit | 541 | 492 | 763 |
| 0 | Cumulative (Surplus) / Deficit | 541 | 1,033 | 1,796 |

- 9.3 Overall the shortfall is forecast at £1,796k over the MTFP period if no remedial action is taken. This includes a modest replenishment of the HRA Reserve which was used to fund the Rent Refunds. Work is well underway with making these refunds. Should the initial forecast for the provision prove to be overestimated, this will be returned to the reserve and would alter the amount of the top-up required.
- 9.4 £250k has also been included to address disrepair costs which are seeing increasing legal and repairs and maintenance costs. This includes compliance costs arising from the introduction of the new Awaab's Law damp and mould legislation. The budget also includes provision to continue to address other issues such as fire safety and carbon reduction in line with the Council's commitment.
- 9.5 Pay inflation has been included at 3% across the MTFP in line with the General Fund. Other non-staffing related costs of providing both the repairs and tenancy services are increased by between 3% - 5%.
- 9.6 Rent policy set out by central government states that existing rents must be increased annually by the previous September's CPI rate, plus an additional 1%. At present this rate is not yet known so an assumption of 3% has been applied across the MTFP. Given CPI is currently at 3.8% (July August 2021), this is prudent but also allows for the ongoing impact of the Cost of Living and wider economic constraints.
- 9.7 Due to the current economic climate it is also assumed that garage ground rents will be retained at their current level, £275 per annum. This can be reviewed in a year's time when we may have more economic certainty.
- 9.8 With interest rates slowly falling, and with lower overall balances to be invested, income generated from interest where cash balances have been invested is also assumed to be at prudent falling levels. There is an increase in the cost of Capital Financing and interest payable reflecting the proposed investment in housing shown in the Capital Programme.

- 9.9 At the moment there hasn't been any inclusion of the possible implication of other MHCLG announcements such as Right-to-Buy and increasing the level of funding for increases in affordable housing delivery.
- 9.10 Efficiency savings will be required to offset these shortfalls. As with the General Fund, senior managers have been considering options to mitigate the shortfall and these are included within **Appendix 6**. Members are asked to consider these and recommend to cabinet those they believe should be progressed.
- 9.11 Any surpluses generated by the HRA are used to contribute to the Housing Maintenance Fund (HMF). This fund is designed to meet any spikes in the cost of major works in the HRA's 30-year Business Plan. The need for external borrowing will be minimised as far as possible through the use of the Housing Maintenance Fund (HMF) which currently holds over £12.1m.

10.0 Conclusion

- 10.1 The MTFP will continue to be updated to ensure it is a live document. It is subject to amendment and review by Leadership Team and Members and will provide a clear guide prior to commencing the annual budget setting process in future years.
- 10.2 2026/27 onwards is the most uncertain time from a government funding perspective coupled with the implementation and delivery of LGR is resulting in the most challenging budget planning process. These facts will result in many councils, including our own, having to rely on the temporary use of reserves until some urgently needed government clarity is forthcoming.
- 10.3 Any finalised clarity regarding our government funding will not be provided until late November / early December which will result in urgent update papers from the S151 Officer indicating our final position for 2026/27 and the subsequent two financial years.

Financial Implications

By undertaking regular reviews of the MTFP the Council can ensure that its Corporate Plan priorities are affordable. The implications of the budget gap are set out within the paper. Many areas require greater clarity, particularly around national funding and possible changes to Government Policy. Therefore a number of key assumptions underpin the reported position, which will be refined as greater clarity is received through the budget setting process.

Legal Implications

None directly arising from this report, although there is a legal obligation to balance the budget. There are legal implications arising from any future consequential decisions to change service provision, but these would be assessed at the time.

Risk Assessment

The MTFP makes a number of financial assumptions based on a sensible/prudent approach, taking account of the most up to date professional advice that is available. However, many of these assumptions are open to challenge.

Impact on Climate Change

The allocation of resources will impact upon the Council's ability to implement/fund new activities linked to climate change, as the MTFP sets the broad budgetary framework for the Council over the coming years. However, some provision has already been included in the base budget and further evaluation/consideration will be made as the draft budget passes through the PDGs over the next few months. Significant investment is currently forecast within the Capital Programme, however this will be dependent upon full options appraisals and levels of Grant funding available.

Equalities Impact Assessment

No implications arising from this report.

Relationship to Corporate Plan

The Medium Term Financial Plan (MTFP) sets out the financial resources available to deliver the Council's ongoing Corporate Plan priorities.

Section 3 – Statutory Officer sign-off/mandatory checks

Statutory Officer: Andrew Jarrett

Agreed by or on behalf of the Section 151

Date: 22 August 2025

Statutory Officer: Maria De Leiburne

Agreed on behalf of the Monitoring Officer

Date: 22 August 2025

Chief Officer: Andrew Jarrett

Agreed by or on behalf of the Chief Executive/Corporate Director

Date: 1 September 2025

Performance and risk: Dr Stephen Carr

Agreed on behalf of the Corporate Performance & Improvement Manager

Date: 22 August 2025

Cabinet member notified: Yes

Section 4 - Contact Details and Background Papers

Contact: Andrew Jarrett – Deputy Chief Executive (S151)

Email: ajarrett@middevon.gov.uk

Telephone: 01884 234242

Background papers:

- 2025/26 Budget
- 2025/26 Qtr. 1 Budget Monitor
- 2025 MTFP (September Cabinet)

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Appendix 1

The Table below gives an overall summary of the Council's General Fund MTFP position (which includes a wide range of assumptions).

MTFP General Fund Summary – assumed worst position

| 2025/26 £'000 | | Notes | 2026/27 £'000 | 2027/28 £'000 | 2028/29 £'000 |
|------------------|---|-------|------------------|------------------|------------------|
| 16,284 | Net Direct Cost of Services | 1, 2 | 16,973 | 17,692 | 18,441 |
| (2,050) | Net recharge to HRA | | (2,112) | (2,175) | (2,240) |
| 857 | Provision for Repayment of Borrowing | 3 | 1,021 | 1,249 | 1,294 |
| 15,091 | Net Service Costs | | 15,882 | 16,766 | 17,495 |
| (481) | Net Interest Costs/(Receipts) | 4 | (280) | (100) | (50) |
| 462 | Net Transfers to/(from) Earmarked Reserves | 5 | 0 | 0 | 0 |
| 15,071 | Total Budget Requirement | | 15,602 | 16,666 | 17,445 |
| | Funded By: | | | | |
| (5,079) | Retained Business Rates | | 0 | 0 | 0 |
| (7,472) | Council Tax | | 0 | 0 | 0 |
| (140) | Revenue Support Grant | | 0 | 0 | 0 |
| (35) | Domestic Abuse Safe Accommodation Grant | | 0 | 0 | 0 |
| (57) | Recovery Grant | | 0 | 0 | 0 |
| (27) | Employer National Insurance Contributions Grant | | 0 | 0 | 0 |
| (740) | Funding Floor | | 0 | 0 | 0 |
| (498) | New Homes Bonus | | 0 | 0 | 0 |
| 0 | New Core Funding Assumption | 6 | (11,002) | (10,702) | (10,402) |
| (927) | Extended Producer Responsibility Grant | 1, 7 | (1,000) | (1,000) | (1,000) |
| 0 | New Weekly Food Waste Collection Grant 5 | 8 | (250) | (250) | (250) |
| (15,071) | Total Funding | | (12,252) | (11,952) | (11,652) |
| 0 | Annual Gap – Increase/(Decrease) In-year | | 3,350 | 4,714 | 5,793 |
| 0 | Cumulative Gap | | 3,350 | 7,764 | 13,257 |

The above figures are based on business as usual with no remedial management intervention. So is very much the most prudent worst case scenario, prior to any offsetting action.

Notes:

1. The Extended Producer Responsibility (EPR) Grant is currently assumed to be a direct grant. For illustration purposes, this has been stripped out of the Direct Service cost and shown separately under funding.
2. This includes the assumed inflationary pressure.
3. The Provision for repayment of borrowing incorporates the financial implications of the current Capital Programme.
4. The reduction in Net Interest Costs/(Receipts) reflects a prudent assumption of the interest earned on balances held. The annual falls as balances held are reducing to fund the capital programme, plus interest rates are falling.
5. Net Transfers to/(from) Earmarked Reserves reflects assumed contributions to, or drawdowns from reserves. At the outset, it is prudent that the working assumption is that reserves are not required.
6. For illustration purposes, all core funding has been included within a single line – see Table 1c within the covering report. In reality, Council Tax will reflect our locally calculated figure, not that assumed by Government. It is assumed that this will also be relevant for Business Rates. A prudent assumption

of a reduction in core funding of £300k occurs in years 2027/28 and 2028/29 – although this could be protected by transitional grant.

7. The new Extended Producer Responsibility Grant sits outside of the Settlement. The indicative allocation for 2025/26 was £927k, however recently the Government have increased this to £1,438k. A prudent assumption of £1,000k has been made for future years. Note, as producers decrease the volume of packaging, the value of this grant will also fall.
8. This is a broad assumption that MDDC will qualify for this grant funding, and a high level assumption of the funding we might receive. Note the costs of delivering weekly food collect far exceed this assumed level of funding.

| Service | Cabinet / Policy Development Group | Budget Holder | Cost Centre | BRIEF Saving Description (including risks of delivery) | 2026/27 | | | 2027/28 | | | 2028/29 | | |
|---------------------------|---|----------------------------|---------------------------------|---|------------------|---------------------|-------------------|------------------|---------------------|-------------------|------------------|---------------------|-------------------|
| | | | | | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) |
| Finance Leasing costs | Cabinet | Paul Deal | CR210? | Likely increase in financing lease charges due to increase in numbers of vehicles leased | £50 | | | | | | | | |
| Property | Cabinet | Paul Deal | PS950 | Option 1 Increase budget within Climate Change - originally planned for consultancy, funding bid completion, grant schemes or increased officer time | | | £100 | | | | | | |
| Finance | Cabinet | Paul Deal | FP100 | Revise Budget to reflect employee joining the pension scheme | £11 | | | | | | | | |
| Finance | Cabinet | Paul Deal | IE290 | Reduced investment returns as rates and cash balances reduce | £300 | | | £100 | | | | | |
| Property | Economy & Assets | Paul Deal | PS810 | Increase budget for contract cleaning in line with current costs | £10 | | | | | | | | |
| Property | Economy & Assets | Paul Deal | PS991 | Amend Lease income to reflect current tenant leases | £20 | | | | | | | | |
| Property | Economy & Assets | Paul Deal | PS991 | Amend Cemetery income to reflect current levels | £10 | | | | | | | | |
| Property | Economy & Assets | Paul Deal | PS810 | Amend Lease income to reflect current tenant leases | £15 | | | | | | | | |
| Property | Economy & Assets | Paul Deal | PS880 | Amend Bus Station income to reflect current income levels | £10 | | | | | | | | |
| Property | Economy & Assets | Paul Deal | OS460 | Failure to achieve full assumed financial contribution or transfer of assets is secured with some of all of the major town and parish councils | | £50 | | | | | | | |
| Public Health & Licensing | Community, People & Equalities / Homes | Simon Newcombe | PH733 / PH740 | Additional staffing required within Public Health & Licensing (x2 FTE's) to deal with minimum statutory service levels | £91 | | | | | | | | |
| GF Housing Options | Homes | Simon Newcombe | PH320 | Anticipated reduction in HPG income received in 2026/27 due to a change to formula calculation - Not expected to be known until Dec 25/Jan 26 | £25 | | | | | | | | |
| People Services | Cabinet | James Hamblin | HR100 | Payroll & HR System Ongoing annual costs | £11 | | | | | | | | |
| Development Management | Planning, Environment & Sustainability | John Hammond | PR200 | Reduced S106 Monitoring fees - Budget currently at £51k | £25 | | | | | | | | |
| Development Management | Planning, Environment & Sustainability | John Hammond | PR225 | Waiting on Govt decision on J28. assume 50% of costs | £40 | | | | | | | | |
| Forward Planning | Planning, Environment & Sustainability | Tristan Peat | PR600 | Additional agency costs if unable to recruit to perm posts | £70 | | | | | | | | |
| Forward Planning | Planning, Environment & Sustainability | Tristan Peat | PR200 | Increased planning appeals due to local plan | | £100 | | | | | | | |
| Communications | Cabinet | Lisa Lewis | CS200 | Increase hours previously agreed | £10 | | | | | | | | |
| Revenues and Benefits | Cabinet | Fiona Keyes | RB100 | Granicus additional software | £14 | | | | | | | | |
| Revenues and Benefits | Cabinet | Fiona Keyes | RB100 | Council Tax disregard. S13A and Ukraine | £80 | | | | | | | | |
| Revenues and Benefits | Cabinet | Fiona Keyes | RB200 | Band G business rates specialist Possible use of EMR (EQ787) to offset | £48 | | | | | | | | |
| Revenues and Benefits | Cabinet | Fiona Keyes | RB100 / 200 / 300 | MOU change required for NEC to go on the Cloud (encryption) | £10 | | | | | | | | |
| Revenues and Benefits | Cabinet | Fiona Keyes | Collection Fund | Possible reduction in Council Tax collection due to softening of enforcement / increase in staffing required to drive up collection rate | ?? | | | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | DCC Shared Savings funding (Budget for 2025-26 £450k) - Shared Savings cease to be paid after 2025/26. | £450 | | | | | | | | |
| Street Scene - Recycling | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS725 | Dry recycling material income (2025-26 £636.5k). Actual for 2024-25 £600k - Very volatile in terms of income per tonne. Assumed possible 10% reduction in income | | | £60 | | | | | | |
| Street Scene - Recycling | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS725 | Recycling Credit funding (Budget 2025-26 £566k) - For 2026-27 this has been reduced by £1 per tonne from £72.72 to £71.83 inline with pEPR, therefore a reduction £7k projected. Actual 2024-25 £474k. | £7 | | | | | | | | |
| Street Scene | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | Street Scene Services 3404/3405 | Option 3: Projection on fuel spending. Budgeted 2025-26 £471.5k @ £1.25 per litre, currently £1.08 per litre. Projection of pressure is budgeted at £1.35. Prices can fluctuate dependent on external factors. (This only includes Street Scene services) | | £38 | | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Impact of the Emission Trading Scheme - 11500 tonnes of waste 2024-25 at current government estimate of £49 per tonne. | | | | | | | | | £500 |
| | | | | | £1,307 | £188 | £160 | £100 | £0 | £0 | £0 | £0 | £500 |

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2025/26 - 2027/28 Headline Savings Options

Savings including Option 1

| | | | | | 2026/27 | | | 2027/28 | | | 2028/29 | | |
|------------------------------------|--|----------------|-----------------------|---|---------|--|--|---------|--|--|---------|--|--|
| GF Housing Options | Homes | Simon Newcombe | PH320 | Reduction in TA hotel and B&B budget costs due to uplift in GF owned accommodation | (£25) | | | | | | | | |
| GF Housing Options | Homes | Simon Newcombe | PH320 | Further reduction in TA hotel and B&B costs due to better 16-18yr homelessness support (potential Young Devon contract) | (£10) | | | | | | | | |
| GF Housing Options | Homes | Simon Newcombe | PH320 | Increase in licence fee income from TA rents - reflects 2024/25 outturn and trend | (£30) | | | | | | | | |
| GF Housing Options & Public Health | Community, People & Equalities / Homes | Simon Newcombe | CR380 / PH320 / PH733 | Contribution from the Homes for Ukraine pot towards staffing costs within Public Health & GF Housing | (£60) | | | | | | | | |

| | | | | | | | | |
|--------|--------|--------|-------|----|-------|-------|----|----|
| (£441) | (£885) | (£340) | (£31) | £0 | (£60) | (£11) | £0 | £0 |
|--------|--------|--------|-------|----|-------|-------|----|----|

Options 2 and 3 - to stretch Option 1 further.

| Service | Cabinet / Policy Development Group | Budget Holder | Cost Centre | BRIEF Saving Description (including risks of delivery) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) |
|----------------------------|---|----------------------------|---------------------------------|---|------------------|---------------------|-------------------|------------------|---------------------|-------------------|------------------|---------------------|-------------------|
| Property | Planning, Environment & Sustainability | Paul Deal | PS950 | Option 2 Reduce budget within Climate Change - originally planned for consultancy, funding bid completion, grant schemes or increased officer time. Note Option 1 is a proposal to further increase this budget. | | | (£100) | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 2: Projection on Garden Waste income from residents (Budget 2025-26 £850k) - Currently customers are charged £72/£61, 12150 subscribed and has plateaued in 2024-25, Increase of 3% (£2) | | (£25) | | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 3: Projection on Garden Waste income from residents (Budget 2025-26 £850k) - Currently customers are charged £72/£61, 12150 subscribed and has plateaued in 2024-25. Increase of 5% (£3.50) | | | (£43) | | | | | | |
| Street Scene - Trade Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS710 | Option 2: Projection on Trade Waste income from customers (Budget for 2025-26 £1056k). Increase of 5% | | (£54) | | | | | | | |
| Street Scene - Trade Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS710 | Option 3: Projection on Trade Waste income from customers (Budget for 2025-26 £1056k). Increase of 8% | | | (£84) | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 2: Projection in Bulky Waste income from residents (Budget for 2025-26 £58.5k) - Adding 5% for each additional item | | (£3) | | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 3: Projection in Bulky Waste income from residents (Budget for 2025-26 £58.5k) - Adding 8% for each additional item. | | | (£5) | | | | | | |
| Street Scene | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | Street Scene Services 3404/3405 | Option 2: Projection on fuel spending. Budgeted 2025-26 £471.5k @ £1.25 per litre, currently £1.08 per litre. Projection of saving if reduced to £1.15. Prices can fluctuate dependent on external factors. (This only includes Street Scene services) | | (£38) | | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/540 | Option 2: Projection on Parking Income from customers (Budget for 2025-26 £855k) - Increase in 8% | | (£69) | | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/540 | Option 3: Projection on Parking Income from customers (Budget for 2025-26 £855k) - Increase in 10% | | | (£86) | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/541 | Option 2: Projection on Parking Permits from customers (Budget 2025-26 £219k) Actual for 2024-25 £30k under budget. Increases of 8% | | (£18) | | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/541 | Option 3: Projection on Parking Permits from customers (Budget 2025-26 £219k) Actual for 2024-25 £30k under budget. Increases of 10% | | | (£22) | | | | | | |
| All Services | Cabinet | Stephen Walford | All | Within the base budget there is already £282k Vacancy Target included. This assumption assumes we can increase Vacancy Savings Target from amalgamation of specific service proposals impacting upon staffing levels. Option 2 - 20% of Green / Amber / Red of the total service proposals affecting staffing levels. | | (£181) | | | (£22) | | | (£2) | |
| All Services | Cabinet | Stephen Walford | All | Within the base budget there is already £282k Vacancy Target included. This assumption assumes we can increase Vacancy Savings Target from amalgamation of specific service proposals impacting upon staffing levels. Option 3 - 30% of Green / Amber / Red of the total service proposals affecting staffing levels. | | | (£272) | | | (£33) | | | (£3) |

| | | | | | | | | |
|----|--------|--------|----|-------|-------|----|------|------|
| £0 | (£387) | (£611) | £0 | (£22) | (£33) | £0 | (£2) | (£3) |
|----|--------|--------|----|-------|-------|----|------|------|

Amalgomated Staffing Savings

| Service | Cabinet / Policy Development Group | Budget Holder | Cost Centre | BRIEF Saving Description (including risks of delivery) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) |
|--------------|------------------------------------|-----------------|-------------|---|------------------|---------------------|-------------------|------------------|---------------------|-------------------|------------------|---------------------|-------------------|
| All Services | Cabinet | Stephen Walford | All | Within the base budget there is already £282k Vacancy Target included. This assumption assumes we can increase Vacancy Savings Target from amalgamation of specific service proposals impacting upon staffing levels. Option 1 - 10% of Green / Amber / Red of the total service proposals affecting staffing levels. Option 2 - 20% of Green / Amber / Red of the total service proposals affecting staffing levels. Option 3 - 30% of Green / Amber / Red of the total service proposals affecting staffing levels. | (£51) | (£441) | (£413) | £0 | (£48) | (£63) | £0 | £0 | (£10) |

| | | | | | | | | |
|-------|--------|--------|----|-------|-------|----|----|-------|
| (£51) | (£441) | (£413) | £0 | (£48) | (£63) | £0 | £0 | (£10) |
|-------|--------|--------|----|-------|-------|----|----|-------|

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2025/26 - 2027/28 Headline Savings Options

Savings including Option 1

| Service | Cabinet / Policy Development Group | Budget Holder | Cost Centre | BRIEF Saving Description (including risks of delivery) | 2026/27 | | | 2027/28 | | | 2028/29 | | |
|------------------------------------|--|------------------|---------------------------|---|------------------|---------------------|-------------------|------------------|---------------------|-------------------|------------------|---------------------|-------------------|
| | | | | | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) |
| All Services | Cabinet | Paul Deal | Account codes 2301 / 2304 | Saving estimation on Utilities spend | | (£100) | | | | | | | |
| All Services | Cabinet | Paul Deal | Account codes 2501 | Saving estimation on Business Rates on MDDC Property - subject to revaluation and changes to overall scheme | | | (£50) | | | | | | |
| All Services | Cabinet | Paul Deal | All | Potential to free up minor Earmarked Reserves through reprioritisation of funds | | (£100) | | | | | | | |
| All Services | Cabinet | Paul Deal | All | Potential further increase in Council Tax income above current assumptions (e.g. a combination of further increase Band D charge, additional growth in Taxbase and improvement in collection rate) | | (£150) | | | | | | | |
| All Services | Cabinet | Paul Deal | All | Likely reduction in capital financing charge due to level of slippage in 2024/25 Capital Programme | (£50) | | | | | | | | |
| Property | Economy & Assets | Paul Deal | RS140 / RS150 | Inclusion of new income budget for Renewable Heat Initiative (RHI) following end of previous contract | (£30) | | | | | | | | |
| Property | Economy & Assets | Paul Deal | PS810 | Lease more space commercially within Phoenix House (include recharges). Clarity required on requirements for PH, flexibility in changing accommodation, hybrid working etc | | | (£50) | | | | | | |
| Property | Community, People & Equalities | Paul Deal | PS200 | CCTV Saving achieved through contract extension - subject to continued agreement with Town Council | | (£10) | | | | | | | |
| Property | Economy & Assets | Paul Deal | PS992 | Refresh out of date leases - dependent upon market conditions at the time, income might reduce, might push some tenants out | | | (£10) | | | | | | |
| Property | Economy & Assets | Paul Deal | PS160 | Potential reduction in maintenance spend - high risk as dependent upon condition survey results and requirements | | | (£100) | | | | | | |
| GF Housing Options | Homes | Simon Newcombe | PH320 | Reduction in TA hotel and B&B budget costs due to uplift in GF owned accommodation | (£25) | | | | | | | | |
| Licensing | Community, People & Equalities | Simon Newcombe | PH740 | Uplift in licensing fee income for 2026/27 | (£10) | | | | | | | | |
| GF Housing Options | Homes | Simon Newcombe | PH320 | Further reduction in TA hotel and B&B costs due to better 16-18yr homelessness support (potential Young Devon contract) | (£10) | | | | | | | | |
| GF Housing Options | Homes | Simon Newcombe | PH320 | Increase in licence fee income from TA rents - reflects 2024/25 outturn and trend | (£30) | | | | | | | | |
| GF Housing Options & Public Health | Community, People & Equalities / Homes | Simon Newcombe | CR380 / PH320 / PH733 | Contribution from the Homes for Ukraine pot towards staffing costs within Public Health & GF Housing | (£60) | | | | | | | | |
| People's Services | Cabinet | James Hamblin | HR100 | Mgt of Staff Survey in-house instead of outsourced (alternate years) | | | | (£10) | | | | | |
| Development Management | Planning, Environment & Sustainability | John Hammond | PR200 7254 | Planning Performance Agreements - increase income from £20,000 - £40,000 for 2025/26. Note the use of PPA's should reflect the service looking to acquire additional capacity resource to deal with increased demands. As such, an increase in PPA income should also reflect an increase in consultants commissioned to act on new applications. Note use of PPA likely to increase because of (i) HLS and (ii) Familiarity with process | (£20) | | | (£10) | | | (£10) | | |
| Development Management | Planning, Environment & Sustainability | John Hammond | PR200 7201 | Fees & Charges - Increase in national fees for particular application types. The target of £835,000 for 2024/25 was not achieved by reason of national trends resulting in the submission of fewer applications. MHCLG introduced new fees for a number of application types which result in high volume submissions, which, based upon the 2024/25 submissions would increase actual (rather than target) income by @ £100,000 | | (£50) | | | | | | | |
| Development Management | Planning, Environment & Sustainability | John Hammond | PR200 7201 | 7201 - Fees & Charges Likely increase if applications for housing. The target of £835,000 for 2024/25 was not achieved by reason of national trends resulting in the submission of fewer applications. As MDDC no longer has a sufficient housing supply it is likely that we will receive speculative applications for housing development until a new Local Plan is put in place. Combined with line 8 above fees should increase compared to recent levels. | | (£50) | | | | | | | |
| Growth and Economic Development | Community, People & Equalities | Adrian Welsh | CD200 4701 | Cease Community Development grants. | | | (£120) | | | | | | |
| Growth and Economic Development | Economy & Assets | Adrian Welsh | PR400 4701 | Cease Grants | | (£30) | | | | | | | |
| Growth and Economic Development | Economy & Assets | Adrian Welsh | PR400 4442 | Reduce Local projects initiatives by 50% | | (£25) | | | | | | | |
| Forward Planning | Planning, Environment & Sustainability | Tristan Peat | PR600 4701 | Grants £10k SLA with the Devon Community Housing Hub to undertake parish based housing needs surveys for planning purposes and to support Community Land Trusts wishing to bring forward local housing schemes. The Council is presently unable to undertake local housing needs surveys in house and is not aware of a suitable alternative provider. There may be potential to use funds from S106 agreements for the provision of affordable housing instead to pay for part / all of the SLA with the Devon Community Housing Hub subject to this being CIL regulation 122 compliant. | | | (£10) | | | | | | |
| ICT | Cabinet | Brian Trebilcock | IT700-4106 | Reduction in cost of Veeam Licences, as licenced differently RISK: * none | (£5) | | | | | | | | |

| Service | Cabinet / Policy Development Group | Budget Holder | Cost Centre | BRIEF Saving Description (including risks of delivery) | 2026/27 | | | 2027/28 | | | 2028/29 | | |
|----------------------------|---|----------------------------|---------------------------------|---|---------|--------|--|---------|----|-------|---------|----|--|
| ICT | Cabinet | Brian Trebilcock | IT400-4103 | Reduce budget for Computer Hardware (Operational) RISK: * insufficient funds to replace computer equipment in-year. * Extending the use-life of End Users Devices * Possible security risk if firmware and software updates are not available | | (£15) | | | £0 | | | £0 | |
| ICT | Cabinet | Brian Trebilcock | IT400-4110 | Reduction in Budget for Equipment Maintenance RISK: * Unsupported hardware, increased risk of failure due to age, * Security, if patches and updates not available. | | (£10) | | | £0 | | | £0 | |
| ICT | Cabinet | Brian Trebilcock | IT200-4103 (EMR755) | Reduce budget for Computer Hardware Currently £100k per year (£120k for 26-27) - reduce this request over next three years by £40K to £60 per year. RISK: * insufficient funds to replace computer equipment in-year. * Extending the use-life of End Users Devices - 4 years to 5 years * Possible security risk if firmware and software updates are not available | | (£60) | | | | | | | |
| Revenues and Benefits | Cabinet | Fiona Keyes | RB100 | Encouraging take-up of council tax e-billing to save on printing and postage costs Work in progress hard line approach required whilst it is the right thing to do members may not like it | | (£25) | | | | | | | |
| Revenues and Benefits | Cabinet | Fiona Keyes | RB340 | LHA assistance scheme. Budget not fully used since 2018 | (£7) | | | | | | | | |
| Leisure Income | Service Delivery & Continuous Improvement | Andy Mackie | RS140 | Tennis courts conversion to include Padel courts increase income circa £50k | | (£50) | | | | | | | |
| Leisure Income | Service Delivery & Continuous Improvement | Andy Mackie | RS150 | Tennis court upgrade and convert 1-2 for padel, increase income circa £10k | | (£10) | | | | | | | |
| Leisure income | Service Delivery & Continuous Improvement | Andy Mackie | RS140 | Pool inflatable fun sessions circa £10k uplift in income pa | (£10) | | | | | | | | |
| Leisure income | Service Delivery & Continuous Improvement | Andy Mackie | RS140 | Stock resale potential | (£5) | | | | | | | | |
| Leisure Income | Service Delivery & Continuous Improvement | Andy Mackie | RS140 | New Softplay and Café income with upfront investment required (potential of £60k - £100k) | | | | | | (£60) | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 1: Projection on Garden Waste income from residents (Budget 2025-26 £850k) - Currently customers are charged £72/£61, 12150 subscribed and has plateaued in 2024-25. Freeze prices | £0 | | | | | | | | |
| Street Scene - Trade Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS710 | Option 1: Projection on Trade Waste income from customers (Budget for 2025-26 £1056k). Increase of 3% | (£32) | | | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 1: Projection on Bulky Waste income from residents (Budget for 2025-26 £58.5k) - Adding 3% for each additional item | (£2) | | | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/540 | Option 1: Projection on Parking Income from customers (Budget for 2025-26 £855k) - Increase in 5% advised | (£44) | | | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/541 | Option 1: Projection on Parking Permits from customers (Budget 2025-26 £219k) Actual for 2024-25 £30k under budget. Increases of 5% | (£11) | | | | | | | | |
| Street Scene - Recycling | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS725 | pEPR funding (Provisional 2025-26 £1380k. Guaranteed £927k) - Projection dependant on recycling figures at 85%, 95% and 105%. This will be impacted in 2027-28 when DRS is introduced along with soft plastic recycling. £200k reflects a potential increase in grant over and above current assumption. | | (£200) | | | | | | | |
| Street Scene | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | Street Scene Services 3404/3405 | Option 1: Projection on fuel spending. Budgeted 2025-26 £471.5k @ £1.25 per litre, currently £1.08 per litre. Prices can fluctuate dependent on external factors. (This only includes Street Scene services) | £0 | | | | | | | | |
| All Services | Cabinet | Stephen Walford | All | Within the base budget there is already £282k Vacancy Target included. This assumption assumes we can increase Vacancy Savings Target from amalgamation of specific service proposals impacting upon staffing levels. Option 1 - 10% of Green / Amber / Red of the total service proposals affecting staffing levels. | (£91) | | | (£11) | | | (£1) | | |

| | | | | | | | | |
|--------|--------|--------|-------|----|-------|-------|----|----|
| (£441) | (£885) | (£340) | (£31) | £0 | (£60) | (£11) | £0 | £0 |
|--------|--------|--------|-------|----|-------|-------|----|----|

Options 2 and 3 - to stretch Option 1 further.

| Service | Cabinet / Policy Development Group | Budget Holder | Cost Centre | BRIEF Saving Description (including risks of delivery) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) |
|----------------------------|---|----------------------------|---------------------------------|---|------------------|---------------------|-------------------|------------------|---------------------|-------------------|------------------|---------------------|-------------------|
| Property | Planning, Environment & Sustainability | Paul Deal | PS950 | Option 2 Reduce budget within Climate Change - originally planned for consultancy, funding bid completion, grant schemes or increased officer time. Note Option 1 is a proposal to further increase this budget. | | | (£100) | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 2: Projection on Garden Waste income from residents (Budget 2025-26 £850k) - Currently customers are charged £72/£61, 12150 subscribed and has plateaued in 2024-25, Increase of 3% (£2) | | (£25) | | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 3: Projection on Garden Waste income from residents (Budget 2025-26 £850k) - Currently customers are charged £72/£61, 12150 subscribed and has plateaued in 2024-25. Increase of 5% (£3.50) | | | (£43) | | | | | | |
| Street Scene - Trade Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS710 | Option 2: Projection on Trade Waste income from customers (Budget for 2025-26 £1056k). Increase of 5% | | (£54) | | | | | | | |
| Street Scene - Trade Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS710 | Option 3: Projection on Trade Waste income from customers (Budget for 2025-26 £1056k). Increase of 8% | | | (£84) | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 2: Projection in Bulky Waste income from residents (Budget for 2025-26 £58.5k) - Adding 5% for each additional item | | (£3) | | | | | | | |
| Street Scene - Waste | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | WS700 | Option 3: Projection in Bulky Waste income from residents (Budget for 2025-26 £58.5k) - Adding 8% for each additional item. | | | (£5) | | | | | | |
| Street Scene | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | Street Scene Services 3404/3405 | Option 2: Projection on fuel spending. Budgeted 2025-26 £471.5k @ £1.25 per litre, currently £1.08 per litre. Projection of saving if reduced to £1.15. Prices can fluctuate dependent on external factors. (This only includes Street Scene services) | | (£38) | | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/540 | Option 2: Projection on Parking Income from customers (Budget for 2025-26 £855k) - Increase in 8% | | (£69) | | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/540 | Option 3: Projection on Parking Income from customers (Budget for 2025-26 £855k) - Increase in 10% | | | (£86) | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/541 | Option 2: Projection on Parking Permits from customers (Budget 2025-26 £219k) Actual for 2024-25 £30k under budget. Increases of 8% | | (£18) | | | | | | | |
| Street Scene - Car Parks | Service Delivery & Continuous Improvement | Darren Beer / Matthew Page | CP520/541 | Option 3: Projection on Parking Permits from customers (Budget 2025-26 £219k) Actual for 2024-25 £30k under budget. Increases of 10% | | | (£22) | | | | | | |
| All Services | Cabinet | Stephen Walford | All | Within the base budget there is already £282k Vacancy Target included. This assumption assumes we can increase Vacancy Savings Target from amalgamation of specific service proposals impacting upon staffing levels. Option 2 - 20% of Green / Amber / Red of the total service proposals affecting staffing levels. | | (£181) | | | (£22) | | | (£2) | |
| All Services | Cabinet | Stephen Walford | All | Within the base budget there is already £282k Vacancy Target included. This assumption assumes we can increase Vacancy Savings Target from amalgamation of specific service proposals impacting upon staffing levels. Option 3 - 30% of Green / Amber / Red of the total service proposals affecting staffing levels. | | | (£272) | | | (£33) | | | (£3) |

| | | | | | | | | |
|----|--------|--------|----|-------|-------|----|------|------|
| £0 | (£387) | (£611) | £0 | (£22) | (£33) | £0 | (£2) | (£3) |
|----|--------|--------|----|-------|-------|----|------|------|

Amalgomated Staffing Savings

| Service | Cabinet / Policy Development Group | Budget Holder | Cost Centre | BRIEF Saving Description (including risks of delivery) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) |
|--------------|------------------------------------|-----------------|-------------|---|------------------|---------------------|-------------------|------------------|---------------------|-------------------|------------------|---------------------|-------------------|
| All Services | Cabinet | Stephen Walford | All | Within the base budget there is already £282k Vacancy Target included. This assumption assumes we can increase Vacancy Savings Target from amalgamation of specific service proposals impacting upon staffing levels. Option 1 - 10% of Green / Amber / Red of the total service proposals affecting staffing levels. Option 2 - 20% of Green / Amber / Red of the total service proposals affecting staffing levels. Option 3 - 30% of Green / Amber / Red of the total service proposals affecting staffing levels. | (£51) | (£441) | (£413) | £0 | (£48) | (£63) | £0 | £0 | (£10) |

| | | | | | | | | |
|-------|--------|--------|----|-------|-------|----|----|-------|
| (£51) | (£441) | (£413) | £0 | (£48) | (£63) | £0 | £0 | (£10) |
|-------|--------|--------|----|-------|-------|----|----|-------|

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MID DEVON DISTRICT COUNCIL
HRA MEDIUM TERM FINANCIAL PLAN 2026-27 TO 2028-29

| | 2025-26 £ | Infl % | 2026-27 £ | Infl % | 2027-28 £ | Infl % | 2028-29 £ |
|---|---------------------|-----------|---------------------|-----------|---------------------|-----------|---------------------|
| Employee costs | | | | | | | |
| Base salary budget | 4,578,730 | | 4,725,249 | | 4,867,007 | | 5,013,017 |
| Other Employee costs | | | | | | | |
| <i>Inflation base</i> | 4,578,730 | 3.0% | 4,725,249 | 3.0% | 4,867,007 | 3.0% | 5,013,017 |
| Total in year cost | 4,578,730 | | 4,725,249 | | 4,867,007 | | 5,013,017 |
| Premises costs | | | | | | | |
| Base budget | 551,430 | | 578,270 | | 605,920 | | 634,400 |
| Cost pressures | 10,000 | | - | | - | | - |
| <i>Inflation base</i> | 561,430 | 3.0% | 578,270 | 3.0% | 605,920 | 3.0% | 634,400 |
| Total in year cost | 561,430 | | 578,270 | | 605,920 | | 634,400 |
| Transport related costs | | | | | | | |
| Base budget | 287,530 | | 301,910 | | 317,010 | | 332,860 |
| Cost Pressures | | | | | | | |
| <i>Inflation base</i> | 287,530 | 5.0% | 301,910 | 5.0% | 317,010 | 5.0% | 332,860 |
| Total in year cost | 287,530 | | 301,910 | | 317,010 | | 332,860 |
| Supplies and services | | | | | | | |
| Base budget | 2,503,910 | | 2,944,106 | | 3,353,811 | | 3,521,501 |
| Cost Pressures | 300,000 | | 250,000 | | | | - |
| <i>Inflation base</i> | 2,803,910 | 5.0% | 3,194,106 | 5.0% | 3,353,811 | 5.0% | 3,521,501 |
| Total in year cost | 2,803,910 | | 3,194,106 | | 3,353,811 | | 3,521,501 |
| Support services | 2,050,250 | 3.0% | 2,111,758 | 3.0% | 2,175,110 | 3.0% | 2,240,364 |
| Total gross expenditure | 10,281,850 | | 10,911,292 | | 11,318,858 | | 11,742,142 |
| Rents , fees, charges and Other Income | | | | | | | |
| Housing Rents | (15,145,680) | | (15,822,565) | | (16,571,164) | | (17,184,081) |
| Garage and Garage Ground Rent income | (368,530) | | (366,926) | | (366,926) | | (366,926) |
| Other Income | (676,380) | | (687,136) | | (637,054) | | (593,796) |
| <i>Inflation base</i> | (16,190,590) | 3.0% | (16,876,627) | 3.0% | (17,575,144) | 3.0% | (18,144,803) |
| One off initiatives | | | | | | | |
| Total in year cost | (16,190,590) | | (16,876,627) | | (17,575,144) | | (18,144,803) |
| NET COST OF SERVICES | (5,908,740) | | (5,965,335) | | (6,256,286) | | (6,402,661) |
| Capital Financing | 1,057,450 | | 1,074,977 | | 1,101,142 | | 1,145,399 |
| Interest Payable (PWLb) | 1,024,080 | | 1,117,100 | | 1,191,600 | | 1,376,700 |
| Interest Payable HRA to GF | 34,870 | | 32,377 | | 29,816 | | 27,185 |
| Interest Payable (finance leases) | 24,330 | | 24,330 | | 21,900 | | 61,000 |
| Contribution to Capital - MRA | 2,903,900 | 3.0% | 2,991,017 | 3.0% | 3,080,748 | 3.0% | 3,173,170 |
| Principal adjustment to MRP | 960,635 | | 1,016,223 | | 1,073,458 | | 1,132,386 |
| Transfers to sinking funds | 50,000 | | 50,000 | | 50,000 | | 50,000 |
| Contribution / (Draw) from reserves | (146,525) | | 200,000 | | 200,000 | | 200,000 |
| Indirect costs/reserve transfers | 5,908,740 | | 6,506,024 | | 6,748,664 | | 7,165,840 |
| Annual Deficit (Surplus) / Savings to be found | 0 | | 540,689 | | 492,378 | | 763,178 |
| Cumulative Deficit (Surplus) / Savings to be found | 0 | | 540,689 | | 1,033,066 | | 1,796,245 |

Assumptions:

- 1 Salary inflation in line with General Fund assumptions
- 2 Utilities costs assumed a general uplift in line with General Fund assumptions
- 3 Transport costs assumed inflationary increase only
- 4 Supplies and Services - additional Disrepair costs
- 5 General Fund recharges assumed in line with GF forecast
- 6 Rents increases assume a nominal 3% inflation
- 7 Capital Financing are based upon current Capital Programme assumptions. Reasonable stepped increases occur after the lifetime of this MTFP in order to fund the delivery of the approved development programme.

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2026/27 - 2028/29 HRA Headline Savings Options

| Cost Centre | BRIEF Saving Description (including risks of delivery) | 2026/27 | | | 2027/28 | | | 2028/29 | | |
|-------------|---|------------------|---------------------|-------------------|------------------|---------------------|-------------------|------------------|---------------------|-------------------|
| | | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) |
| HO700 | Rent convergence | | (£137) | | | (£136) | | | (£135) | |
| | Option 1: Assumed £1 pw cap | | | | | | | | | |
| | Risk - subject to consultation | | | | | | | | | |
| HO770 | Increase in garage rents | | (£18) | | | (£18) | | | (£18) | |
| | Assumed CPI+1% | | | | | | | | | |
| | Risk - reduced uptake of garage rental | | | | | | | | | |
| HO700 | Increase in Housing rents | | (£155) | | | | | | | |
| | Option 1: Assumed increase to CPI+1% | | | | | | | | | |
| | Risk - lower levels of rent received | | | | | | | | | |
| Multiple | Government compensation for employer NI increase | (£27) | | | | | | | | |
| | Risk - retained by GF | | | | | | | | | |
| Multiple | Extension of component replacement timeframes | | (£140) | | | | | | | |
| | Kitchens and bathrooms excluded | | | | | | | | | |
| | Risk - increased cost of in-year maintenance | | | | | | | | | |

| | | | | | | | | |
|-------|--------|----|----|--------|----|----|--------|----|
| (£27) | (£450) | £0 | £0 | (£154) | £0 | £0 | (£153) | £0 |
|-------|--------|----|----|--------|----|----|--------|----|

Options 2 and 3 - to stretch Option 1 further.

| Cost Centre | BRIEF Saving Description (including risks of delivery) | 2026/27 | | | 2027/28 | | | 2028/29 | | |
|-------------|---|------------------|---------------------|-------------------|------------------|---------------------|-------------------|------------------|---------------------|-------------------|
| | | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) | Low Risk (£k) | Medium Risk (£k) | High Risk (£k) |
| HO700 | Rent convergence | | | (£136) | | | (£118) | | | £0 |
| | Option 2: Assumed £2 pw cap | | | | | | | | | |
| | Risk - subject to consultation | | | | | | | | | |

| | | | | | | | | |
|----|----|--------|----|----|--------|----|----|----|
| £0 | £0 | (£136) | £0 | £0 | (£118) | £0 | £0 | £0 |
|----|----|--------|----|----|--------|----|----|----|

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Report for: HOMES POLICY DEVELOPMENT GROUP

Date of Meeting: 9 September 2025

Subject: **MID DEVON HOUSING (MDH) MOBILITY
SCOOTER IN FLATS POLICY**

Cabinet Member: Cllr Jane Lock Cabinet Member for Housing, Assets
and Property Services

Responsible Officer: Simon Newcombe – Head of Housing and Health

Exempt: None

which are Exempt from publication under paragraph 3, Part 1 of Schedule 12A to the Local Government Act 1972 (as amended) as it contains information relating to the financial or business affairs of any particular person (including the authority holding that information)

Wards Affected: All

Enclosures: Annex A - Mobility Scooter in Flats Policy
Annex B - Equality Impact Assessment

Section 1 – Summary and Recommendation(s)

The use of mobility aids, such as powered wheelchairs and mobility scooters is growing rapidly, enabling many individuals to maintain independence and improve quality of life.

MDH is committed to equality and inclusion and recognises the vital role these aids play in helping residents engage in daily activities and community life. These aids significantly contribute to resident wellbeing. However, they are typically not medically prescribed devices subject to relevant standards and safety controls but are more likely to be classified as lifestyle devices that are not necessarily manufactured and maintained in accordance with recognised standards. This, and the inherent risk of having relatively large batteries stored and charged inside our properties increases fire risks.

MDH has a statutory responsibility to uphold high standards of health and safety across its estates. In fulfilling this duty, MDH is required to ensure that the use of mobility vehicles within flats and communal areas complies with all relevant legal and safety requirements.

This policy sets out the conditions under which tenants and their visitors may use, store, and charge mobility scooters and powered wheelchairs within MDH flats and communal areas.

Recommendation(s):

The Homes PDG recommends to Cabinet that Council adopt the Mobility Scooter in Flats Policy and Equality Impact Assessment contained in Annexes A and B respectively.

Section 2 – Report

1 Introduction

- 1.1 The National Fire Chiefs Council (NFCC) has issued safety guidance for mobility scooters, noting both their benefits and associated fire risks. The guidance addresses the safe storage, charging, and use of these devices in residential properties. Further local guidance has been published by Devon and Somerset Fire & Rescue Service.
- 1.2 The increased prevalence of both mobility scooter and of flats within the MDH stock with lifts that facilitate mobility scooters on all floors, notably with regard to the new accommodation at St Georges Court, means that we are required to have a new policy on the safe use of mobility scooters.
- 1.3 It is of overriding important that all our tenants are safe in our homes. As such, that we comply with all relevant safety legislation including the mitigation and management of fire risks and meet the wider requirements of the statutory Safety and Quality Standard (consumer standard).
- 1.4 The proposed policy (Annex A) outlines the responsibilities of Council tenants in flats. It sets clear rules regarding the use, storage, and charging of mobility scooters in flats and communal areas including the requirement to obtain written permission from the Council before use or acquisition.
- 1.5 Tenants are not permitted to store or charge mobility scooters in communal areas for fire safety and wider safe evacuation reasons.
- 1.6 The policy also covers related powered wheelchairs.
- 1.7 The policy does not apply to homes that are not blocks of flats. This is due to reduced risks within fully self-contained properties without communal areas and wider evacuation considerations across multiple floors. Nonetheless, all tenants with a mobility scooter will be encouraged to consider information within the policy with regard to safe storage, charging, testing and insurance.

- 1.8 The policy does not cover e-scooters and e-bikes. These typically contain different lithium batteries. Further research and policy development work is required to understand the potential fire risks from these devices further where different equality considerations may be also be relevant. As part of our existing clear communal areas policy regarding the management of flats, e-scooters and e-bikes and any other bulky or potentially hazardous items are not permitted in communal areas.

2 Mobility scooters in flats and related considerations

- 2.1 The permission process ensures that:
- Storage and charging are done safely
 - Appropriate contents insurance is held for personal protection
 - Users are fully aware of the policy and agree to comply with its terms
 - Devices undergo regular Portable Appliance Testing (PAT)
- 2.2 Tenants will not be granted permission to store or charge mobility scooters in flats above the ground floor. This is due to safety concerns in moving the scooter to upper floor via stairs or lifts.
- 2.3 Permission will also be refused where, for example, there is no safe storage arrangement in the tenant's home and no alternative safe storage and charging space can be provided or a major physical alteration to the premises is required, which the Council believes to be unreasonable in terms of the structural limitations of the building(s) and/or disruption to other service users.
- 2.4 Due to safety concerns, the Council reserves the right to revoke permission at any time should a tenant/leaseholder breach the policy. Devices must then be removed immediately and possibly permanently.
- 2.5 The introduction communal mobility scooters storage areas has been investigated during the development of this policy. However, this has proven to be both impractical, potentially unsafe and cost-prohibition due to the following requirements:
- Single scooter storage solutions only – placing multiple scooters (and therefore several batteries) adjacent to each other creates a significant additional fire risks
 - High infrastructure requirements – power for charging meeting external charging standards, standalone/fully sealed/weatherproof/ventilated units with initial capital costs and on-going revenue implications for maintenance, creation of new accessibility access points and security provisions
 - Prohibitions on internal shared facilities within communal areas and underground car park areas or under-crofts, the latter being a specific issue at our St Georges Court property
- 2.6 The Council has never provided bespoke, specific facilities for the storage of mobility scooters within its stock including bungalows and other units specifically held for older persons/low mobility tenants use.

3 Consultation and engagement

- 3.1 Tenants and Members of the Homes PDG were invited to comment on the draft policy between 21/07/25 -18/08/25.
- 3.2 One comment was received on Let's Talk Mid Devon *'If I can't have my mobility scooter at my flat, I won't be able to go out which will affect my mental health. I rely on it and not allowing people in flats to have mobility scooters should mean that that person should be moved to accommodation which is more suitable for keeping a scooter as this is the difference between some people's independence'*. It was explained to the respondent that tenants residing in ground floor flats who wish to store and charge mobility scooters and powered wheelchairs in their flats may be permitted to do so, subject to MDH written approval. It was also explained that permission would not be given for mobility scooters above ground floor due to health and safety reasons. The tenant was invited to send over their details so that MDH could look into whether this applies to their property, however the tenant is yet to make contact.
- 3.3 Despite only one response to the consultation, it is important that tenants are fully aware of the new policy. To this end, should the policy be adopted, MDH will proactively signpost the policy on our webpages/Facebook pages and in the next tenant newsletter. Where relevant, particularly in relation to queries, service requests or complaints we will also ensure specific tenants or other stakeholders are also aware of the policy as required.
- 3.4 At point of allocation for all flats within the MDH stock, the allocations teams will specifically signpost this policy so any incoming tenants with mobility needs are aware of the policy terms in advance.

4 Safeguarding and vulnerable tenants

- 4.1 The policy may adversely affect older people and those with disabilities, especially if permission is denied. It could also indirectly affect carers, who may have to provide increased support. These concerns have been considered in the policy's development to ensure a balanced approach with regard to safety requirements.
- 4.2 Where arrangements cannot be made to accommodate a mobility scooter within the tenant's current home MDH will engage with the tenant to explore alternative arrangements. This may include:
- External single scooter, secure storage solutions (at the tenant's cost and where safe)
 - Access to adapted communal spaces (with risk mitigation)
 - Advice on home adaptations or alternative housing options.

5 Recommendation

- 5.1 It is therefore recommended that:

The Homes PDG recommends to Cabinet that Council adopt the Mobility Scooter in Flats Policy and Equality Impact Assessment contained in Annexes A and B respectively.

Financial Implications

None beyond those identified in the Equality Impact Assessment.

Legal Implications

As a registered provider of social housing, the Council must comply with the regulatory standards set by the Regulator of Social Housing. In particular, that we comply with all relevant safety legislation including the mitigation and management of fire risks and meet the wider requirements of the statutory Safety and Quality Standard (consumer standard).

This policy has been developed in close consideration with the latest The National Fire Chiefs Council (NFCC) safety guidance for mobility scooters, noting both their benefits and associated fire risks.

Whilst mobility scooters are currently not directly regulated in the UK, the primary legislation relating to mobility scooters and fire safety includes the Regulatory Reform (Fire Safety) Order 2005.

Wider relevant legislation and related MDH policies are set out in section 4 of the policy.

Risk Assessment

Denying permission for mobility devices may significantly reduce an individual's independence. To mitigate this, the Council will consider reasonable property alterations to facilitate device storage, subject to an Occupational Therapist's assessment or provide advice on home adaptations or alternative housing options.

Impact on Climate Change

None directly arising from this report.

Equalities Impact Assessment

An Equalities Impact Assessment has been completed which considers the effect the policy may have on users of mobility scooters who live in our flats. Requests for a mobility scooter will not be unreasonably refused but where we are not able to grant permission we will provide advice on home adaptations or alternative housing options.

Relationship to Corporate Plan

We will work closely with our tenants to ensure they feel safe, secure and happy in their homes.

Section 3 – Statutory Officer sign-off/mandatory checks

Statutory Officer: Andrew Jarrett

Agreed by or on behalf of the Section 151 Officer

Date: 27.8.25

Statutory Officer: Maria de Leburne

Agreed on behalf of the Monitoring Officer

Date: 27.8.25

Chief Officer: Andrew Jarrett

Agreed by or on behalf of the Chief Executive/Corporate Director

Date: 27.8.25

Performance and risk: Steve Carr

Agreed on behalf of the Corporate Performance & Improvement Manager

Date: 21/08/2025

Cabinet member notified: Yes

Section 4 - Contact Details and Background Papers

Contact: Simon Newcombe, Head of Housing and Health

Email: snewcombe@middevon.gov.uk

Telephone: 01884 255255

Background papers and information:

National Fire Chief Council (NFCC)

Mobility Scooter Guidance for Residential Buildings

https://nfcc.org.uk/wp-content/uploads/2023/07/09062018_NFCC_Mobility_Scooter_Guidance_Final.pdf

Devon & Somerset Fire & Rescue Service

Fire safety for battery-powered mobility scooters and wheelchairs

<https://www.dsfire.gov.uk/safety/businesses/battery-powered-scooters-and-wheelchairs>



Mobility Scooter in Flats Policy

This policy was produced in 2025 and is version 1.0

This policy was adopted by Council on xxxx

Review Frequency: MDH will review this Policy every 5 years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations

| | | |
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DRAFT

1 Introduction

- 1.1 Mobility scooters are becoming increasingly popular in society. Customers are utilising mobility scooters and powered wheelchairs in particular to improve their independence.
- 1.2 Mid Devon House (MDH) affirms its commitment to promoting equality and inclusion, and acknowledges the essential role that a variety of mobility aids, including mobility scooters, play in supporting residents to maintain independence, to access opportunities, and to participate fully in community life. These aids contribute significantly to enhancing residents' quality of life and social wellbeing.
- 1.3 MDH has a statutory responsibility to uphold high standards of health and safety across its estates. In fulfilling this duty, MDH is required to ensure that the use of mobility vehicles within flats and communal areas complies with all relevant legal and safety requirements.
- 1.4 This policy sets out the conditions under which tenants and their visitors may use, store, and charge mobility scooters and powered wheelchairs within MDH flats and communal areas.

2 Aims and Objectives

- 2.1 The main aims of the policy are:
 - To provide tenants and their visitors with clear and comprehensive guidelines regarding the safe use, storage, and charging of mobility scooters and powered wheelchairs on Council-owned flats and land;
 - To ensure MDH fulfils its statutory obligations to protect the health, safety, and wellbeing of all residents, staff, and visitors within its housing stock;
 - To prevent mobility scooters from causing obstructions, trip hazards, increased fire risks or blocking designated escape routes in the event of an emergency;
 - To ensure that all prospective and existing tenants are provided with appropriate information and guidance prior to acquiring (by purchase, lease, or other means) any mobility scooter or powered wheelchair, including the requirement to seek permission from MDH for storage or charging at their property;
 - To ensure that tenants and leaseholders in flats are fully aware of their responsibilities concerning the use, storage and charging of mobility aids within and around buildings, particularly in communal areas;
 - To clarify that tenants and leaseholders bear full responsibility for any injury to individuals or damage to Council property resulting from the use, storage, or charging of mobility scooters or powered wheelchairs;
 - To ensure that tenants and leaseholders obtain and maintain appropriate insurance coverage, including public and third-party liability, to protect against potential claims arising from damage to buildings, property, or communal grounds, or injury to residents, visitors or staff.
 - Ensure that tenants with disabilities or mobility needs are supported to maintain independence and equality of access to their homes and services.

- Provide reasonable adjustments, including alternative solutions for safe storage/charging where a tenant's disability means compliance with the standard arrangement would cause substantial disadvantage. This will normally only apply to powered wheelchairs supplied by a medical professional.
 - Commit to signposting to alternative solutions (including re-housing) in the case of affected tenants where policies on fire safety and accessibility potentially conflict.
- 2.2 The objective is to ensure that the use of mobility scooters or powered wheelchairs within Council owned flats and land is safe and adheres to guidance provided by the National Fire Chiefs Council.

3 Regulatory Framework and Context

- 3.1 Under the Safety and Quality Standard, The Regulator of Social Housing (RSH) requires all registered providers to provide safe and good quality homes and landlord services to tenants. Under the Neighbourhood and Community Standard, registered providers must work co-operatively to assist in resolving issues affecting the upkeep and safety of the shared spaces associated with their homes.
- 3.2 The RSH regards councillors as responsible for ensuring that providers' businesses are managed effectively and that providers comply with all regulatory requirements.
- 3.3 The Social Housing (Regulation) Act 2023 has impacted the regulatory framework for social housing and introduces a new, proactive consumer regulation regime focused on meeting the needs of tenants. One aim of the legislation and regime is to ensure that providers of social housing, such as the Council, keep its properties and estates safe and clean.
- 3.4 As part of the new consumer regulation regime, from April 2023, the RSH introduced a series of 22 mandatory Tenant Satisfaction Measures (TSMs) creating a new system for assessing how well social housing landlords in England are doing at providing good quality homes and services. These measures include those applicable directly to building safety as well as those based on tenant perception surveys setting out tenants' views on our performance.
- 3.5 The TSM's associated with this policy are:
- TP06 - Satisfaction that the landlord listens to tenant views and acts upon them
 - TP07 - Satisfaction that the landlord keeps tenants informed about things that matter to them
 - TP08 - Agreement that the landlord treats tenants fairly and with respect
 - TP10 - Satisfaction that the landlord keeps communal areas clean and well maintained

4 Related Legislation and Relevant Policies

- 4.1 MDH is governed by the following legislation and government guidance:

- The Housing Act 2004
- The Landlord & Tenant Act 1985
- Social Housing (Regulations) Act 2023
- Regulatory Reform (Fire Safety) Order 2005
- Equality Act 2010
- Management of Health and Safety at Work Regulations 1999
- The Chief Fire Officers Association Mobility Scooter Guidance 2017
- The National Fire Chiefs Council - Fire Safety in Specialised Housing Guidance 2017
- The National Fire Chiefs Council - Mobility Scooter Guidance for Residential Buildings 2018
- Use of Invalid Carriages on Highways Regulations 1988
- The Health and Safety at Work Act 1974
- The Care Act 2014
- Local Government Association guidance on fire safety in purpose built blocks of flats 2011

4.2 The following should be read in conjunction with the policy:

- MDH Tenancy Agreement
- MDH Tenancy Management Policy
- MDH Neighbourhood Management Policy
- MDH Homes Safety Policy

5 Permission & Permitted Use

- 5.1 All tenants and leaseholders living in flats must obtain prior written permission from MDH before storing or charging mobility vehicles or powered wheelchairs within any Council-owned flats or on Council-managed land.
- 5.2 Permission will not be granted to store or charge mobility scooters in flats above the ground floor.
- 5.3 Requests for permission must be submitted in writing using a permission form and will be assessed on a case-by-case basis. MDH reserves the right to refuse permission where it is determined that granting such permission may pose a risk to health, safety, or the integrity of the property.
- 5.4 Tenant wishing to seek permission for a mobility scooter or powered wheelchair must apply using a permission request form. These can be found on our website: [Mobility Scooters - MIDDEVON.GOV.UK](https://www.middevon.gov.uk/mobility-scooters)

- 5.5 This policy does not seek to prohibit the reasonable use, storage, or charging of mobility scooters or powered wheelchairs across MDH-managed housing. Instead, it aims to ensure that such use is safe, controlled, and consistent with fire safety and housing management standards.
- 5.6 Tenants residing in ground floor flats who wish to store and charge mobility scooters and powered wheelchairs within their private dwelling may be permitted to do so at their own risk, subject to obtaining MDH's written approval. Approval will be conditional upon the storage and charging not causing damage to the building fabric, internal infrastructure or MDH-owned fixtures and fittings.
- 5.7 The storage and charging of mobility scooters and powered wheelchairs must only be carried out using the original manufacturer-supplied chargers. These chargers must be subject to Portable Appliance Testing (PAT) on an annual basis. Tenants are responsible for arranging and funding PAT testing for their devices and must provide MDH with valid certification each year as a condition of continued permission. MDH are able to provide a PAT test and valid certificate for a fee. Please contact us for further details.
- 5.8 Tenants are also responsible for ensuring their mobility scooter or powered wheelchair is serviced and maintained regularly. The manufacturer's service guide should be followed for maintenance.
- 5.9 Tenants are required to maintain appropriate insurance which should include valid public liability insurance for any mobility scooters and powered wheelchairs used, stored, or charged on the premises, in case of either damage to the Council's property, or injury involving other Council tenants or their visitors. Evidence of up-to-date specific mobility scooter insurance coverage must be submitted to MDH on an annual basis.
- 5.10 Please note that mobility scooters and powered wheelchairs are not covered by the Council's insurance. Therefore, tenants should arrange their own contents insurance cover.
- 5.11 The Council does not accept liability for any losses or damage to a mobility scooter or powered wheelchair, whether it is on the Council's property or not.
- 5.12 If permission is refused the tenant has the right to appeal the decision. The wish to appeal the decision should be communicated to MDH in writing within 21 days of the tenants being informed of the refusal. The appeal will be conducted by the Operations Manager for Housing. The outcome of the appeal will be final.

6 Mobility Scooters and Powered Wheelchairs

- 6.1 Mobility Scooters are defined as an "Invalid Carriage" under the Use of Invalid Carriages on the Highways Regulations 1988 in which they are divided into three categories:

6.2 Class 1 Vehicles

- Manually operated wheelchairs which are not electrically powered. These do not need to be registered with the DVLA and tenants do not need to apply for permission to have or store such wheelchairs.

6.3 Class 2 Vehicles

- Powered wheelchairs and mobility scooters for pedestrian routes and indoor use, that are limited to a maximum speed of 4mph and do not exceed an unladen weight of 113.4 kg.
- Class 2 vehicles are not allowed on the public highway and are not required to be registered with the Driver and Vehicle Licensing Agency (DVLA).
- Tenants do need to apply for permission to have these types of vehicles.

6.4 Class 3 Vehicles

- Powered vehicles and mobility scooters that are designed to:
 - Travel up to 8mph and are used on roads/highways and;
 - Fitted with a device to restrict travel to a maximum speed of 4mph on pedestrian routes and for indoor use.
- Class 3 Vehicles must not exceed an unladen weight of 150 kg.
- Class 3 vehicles are not classed as motor vehicles but they are required to be licensed with the DVLA for road use and cannot be operated by anyone below the age of 14
- Permission will not be given to store or use this type of vehicle within MDH properties.

6.5 If permission for a mobility scooter has been given, tenants should ensure that they follow these guidelines:

- Ensure that they follow any manufacturer guidelines or instructions on the safe use and charging of their equipment
- Remove the battery from the mobility scooter (if possible) if not being charged or used
- Restrict charging at night, from 8pm to 8am – this will reduce the risk to those who are asleep
- Ensure that the scooter is not stored in front of exit doorways or fire escape routes within the property or anywhere within the property inhibiting safe entry and exit. If in doubt, the tenant should contact MDH for advice on suitable storage location.

6.6 Where safe storage or charging within a property is not feasible and a tenant requires a mobility aid due to a disability, MDH will engage with the tenant to explore alternative arrangements. This may include:

- External, single scooter secure storage solutions (at tenants cost and where safe to do so)
- Access to adapted communal spaces (with risk mitigation)
- Advice on home adaptations or alternative housing options.

7 Storage and Charging within Flats and Communal Areas

Storage

- 7.1 Tenants must obtain prior written permission from MDH to store a mobility scooter or powered wheelchair within the confines of their property. Storage of mobility scooters within the home is undertaken entirely at the resident's own risk.
- 7.2 Permission to store a mobility scooter or powered wheelchair will not be granted where its use necessitates travel in a lift to access the property (that is flats or maisonettes accessed via lift above ground floor level).
- 7.3 The storage of mobility scooters in any internal communal area—including, but not limited to, corridors, stairwells, or spaces beneath staircases—is strictly prohibited.

Charging

- 7.4 Tenants must obtain prior written permission from MDH to charge a mobility scooter within the confines of their property. Permission will be subject to compliance with the established mobility scooter charging criteria. Charging within the home is undertaken entirely at the resident's own risk.
- 7.5 The charging of mobility scooters in any internal communal area-including, but not limited to, corridors, stairwells, or spaces beneath staircases of the building - is strictly prohibited.

- 7.6 The charging of mobility scooters in any external communal area is not permitted under any circumstances. Residents must not run extension leads or power cables through doorways, windows, or any other access points for the purpose of charging a mobility scooter stored outside of landlord-owned land.

8 Complaints

- 8.1 We try to get things right the first time and when we do, we would love people to let us know. It's great for us to receive positive comments or feedback. Therefore if people wish to complement our staff for doing a great job, we would love to hear from them.

- 8.2 If things do go wrong the Council is committed to:

- Dealing with complaints and comments quickly and effectively; and
- Using complaints, comments and compliments to review and improve our services

- 8.3 When tenants contact us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.

- 8.4 The Housing Ombudsman Service advise that a complaint must be defined as:

'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents'.

- 8.5 Where a tenant considers that the council has given a poor service or has got something wrong, they may tell a member of staff in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.

- 8.6 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 if they are still not satisfied, the tenant may refer to the Housing Ombudsman Service.

- 8.7 MDH's complaints procedure is detailed on Mid Devon District Council's website: [Feedback and Complaints](#)

9 Equality Impact Assessments

- 9.1 MDH completes an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us make sure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.

10 Summary of Additions and Policy Amendments

The following Policy amendments have been made:

| Date | Amendment Made | Amendment Authorised by |
|------|----------------|-------------------------|
| | | |
| | | |
| | | |
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| | | |

Equality Impact Assessment

Purpose of the Equality Impact Assessment process:

The Equality Act (2010) introduced the [Public Sector Equality Duty](#) (PSED) requiring public bodies to give due regard to the need to:

- Eliminate unlawful discrimination
- Advance equality of opportunity
- Foster good relations

Consideration must be given to the protected characteristics covered by the Equality Act (2010). Assessments should consider relevant evidence relating to persons with protected characteristics in relation to assessments of potential impact.

The purpose of an Equality Impact Assessment (EIA) is to ensure that policies, functions, plans or decisions (hereafter referred to as 'policy/ decision') do not create unnecessary barriers for people protected under the Act. Where negative impacts are identified these should be eliminated or minimised, and opportunities for positive impact should be maximised. An EIA is not required for a decision in relation to an individual.

Screening is a short exercise to determine whether a policy/ decision is relevant to equalities, and if so, whether a full EIA should be conducted.

Section 1: Equality Impact Assessment Screening

| | |
|---|--|
| Title and description of the policy/ decision: | Mobility Scooter in Flats Policy |
| Job title of the person(s) undertaking the assessment: | MDH Policy Officer |
| Council service: | Mid Devon Housing |
| Date of assessment: | 18.07.2025 |
| What are the aims, purposes, objectives and proposed outcomes of the policy/ decision? | |
| <p>This Policy sets out the conditions under which tenants and their visitors may use, store, and charge mobility scooters and powered wheelchairs within MDH flats and communal areas.</p> <p>The main aims of the policy are:</p> <ul style="list-style-type: none"> • To provide tenants and their visitors with clear and comprehensive guidelines regarding the safe use, storage, and charging of mobility scooters and powered wheelchairs on Council-owned flats and land; • To ensure MDH fulfils its statutory obligations to protect the health, safety, and wellbeing of all residents, staff, and visitors within its housing stock; • To prevent mobility scooters from causing obstructions, trip hazards, increased fire risks, or blocking designated escape routes in the event of an emergency; • To ensure that all prospective and existing tenants are provided with appropriate information and guidance prior to acquiring (by purchase, lease, or other means) any mobility scooter or powered wheelchair, including the requirement to seek permission from MDH for storage or charging at their property; • To ensure that tenants and leaseholders in flats are fully aware of their responsibilities concerning the use, storage, and charging of mobility aids within and around buildings, particularly in communal areas; • To clarify that tenants and leaseholders bear full responsibility for any injury to individuals or damage to Council property resulting from the use, storage, or charging of mobility scooters or powered wheelchairs; and • To ensure that tenants and leaseholders obtain and maintain appropriate insurance coverage, including public and third-party liability, to protect against potential claims arising from damage to buildings, property, or communal grounds, or injury to residents, visitors, or staff. | |
| Who may be affected by the policy/ decision? | <p>Persons with a protected characteristic and or medical condition/need that requires use of a mobility scooter or powered wheelchair.</p> <p>The Council remains committed to promoting the rights of those with protected characteristics and the independence of our tenants through supporting their use of mobility aids such as mobility scooters or powered wheelchairs, but this must be balanced with our duty to ensure that shared areas are safe places for other residents, staff, and visitors to access, and remain clear of obstructions in the event of a fire which mobility scooters or powered wheelchairs can pose if stored and charged</p> |

| | |
|--|--|
| | there. |
| How have stakeholders been involved in the development of the policy/ decision? E.g. a consultation exercise | All Council tenants and Members were consulted about the Policy between 21 st July 2025 and 18 th August 2025. |
| Will there be scope for prompt, independent reviews and appeals against decisions arising from the policy/ decision? | MDH will review this Policy every 5 years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations. |
| To which part(s) of the Public Sector Equality Duties is the policy/ decision relevant: | |
| | Yes No Details |
| 1. Eliminate unlawful discrimination | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| 2. Advance equality of opportunity | <input type="checkbox"/> <input checked="" type="checkbox"/> |
| 3. Foster good relations between different groups | <input type="checkbox"/> <input checked="" type="checkbox"/> |

Which of the protected characteristics is the policy/ decision relevant to?

Tick and briefly describe any likely equalities impact (positive, negative, or neutral)

| Characteristic | Positive | Negative | Neutral | Comments |
|----------------|-------------------------------------|--------------------------|-------------------------------------|--|
| Sex | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Age | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Mobility scooters or powered wheelchairs are generally utilised by elderly people to aid their mobility. The Policy provides guidelines to tenants to help them facilitate mobility scooter or powered wheelchair ownership in a way which reduces any risk to the tenant and other tenants in the building. |
| Disability | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Although MDH will not be able to grant permission for mobility scooters or powered wheelchairs in all instances, the Policy requires MDH to seek alternative solutions for tenants where owning and storing of a mobility scooter in their current |

| Characteristic | Positive | Negative | Neutral | Comments |
|---------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------------|
| | | | | accommodation is not possible. |
| Religion or Belief | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |
| Race | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Sexual Orientation | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |
| Gender reassignment | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |
| Pregnancy/ maternity | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |
| Marriage and Civil partnership* | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |

*Applies only to Employment and the duty to give regard to the elimination of discrimination.

Decision by Corporate Manager to recommend this policy/ decision for an Equality Impact Assessment?

Yes

If the answer is “Yes”, please continue to the Section 2 and complete the Equality Impact Assessment. If the answer is “No”, please give a brief reason here.

EIA Screening Complete Section 2: Equality Impact Assessment

| Evidence and Consultation |
|--|
| <p>What existing sources of information have you gathered to help identify how people covered by the protected characteristics may be affected by this policy/ decision? E.g. consultations, national or local data and/or research, complaints or customer feedback. Please identify any gaps in the available information that might make it difficult to form an opinion about the effect of the policy on different groups.</p> |
| <p>The Policy is likely to impact on residents who currently use mobility scooters or powered wheelchairs to support their mobility and also those who are considering using them.</p> <p>Residents who may use mobility scooters or powered wheelchairs include, but are not limited to:</p> <ul style="list-style-type: none"> • Older persons who have restricted mobility • Individuals who have a disability as defined in the Equality Act 2010 <p>Mobility scooters or powered wheelchairs are recognised as mobility aids which can enhance the quality of life and help maintain a standard of independence for many older or less mobile residents, who otherwise may be limited in their ability to access common facilities where they live or access those in the wider community.</p> <p>The National Fire Chiefs Council (NFCC) has issued guidance (Fire Safety in Specialised Housing [2017] and Mobility Scooter Guidance for Residential Buildings [2018]) recognising that while mobility scooters or powered wheelchairs enhance residents' quality</p> |

of life, they also pose fire risks. The guidance outlines considerations for the safe use, storage, and charging of mobility scooters in residential buildings.

This Policy will be sent to current Council tenants and Members for consultation between 21st July 2025 and 18th August 2025. The results of the consultation will be reviewed and any necessary changes made to the Policy.

Please complete this table for all the Protected Characteristics. If you have identified any negative impacts you will need to consider how these can be justified or where possible mitigated either to reduce or remove them. (Please add rows where needed)

| Potential Impacts/ Issues Identified/ Opportunities identified | Mitigation required (action) or Justification | Lead Officer and target completion date | What is the expected outcome from the action? |
|--|--|---|---|
| Sex | | | |
| No impacts have been identified in the completion of the assessment. | | | |
| Age | | | |
| <ul style="list-style-type: none"> The Policy may have an impact on elderly residents who are considering using a mobility scooter or powered wheelchair to support their mobility, in buildings with shared spaces Designated sheds or areas where users are permitted to store and charge their mobility scooters or powered wheelchairs may not be available and may be inaccessible. The potential use of enforcement against mobility scooter or powered wheelchair users where there is a breach of the tenancy agreement, the Neighbourhood Management policy, and any permissions to use, store or charge their mobility scooter. | <ul style="list-style-type: none"> We will engage with residents where they are in breach of the Policy and their tenancy agreement. Before any enforcement action is taken, we will work with the owner to find an alternative solution. The Policy clearly defines what mobility scooter or powered wheelchair users can and cannot do regarding storage and charging. Where the Council is unable to accommodate persons who use a mobility scooter or powered wheelchair alternative accommodation will be discussed and arranged. | | |

| Disability | | | |
|---|--|--|--|
| <ul style="list-style-type: none"> The provisions in the Policy may potentially have a negative impact on persons with disabilities that impede or affect their mobility, who currently use mobility scooters or powered wheelchairs. The Policy may also have an impact on residents who are considering using a mobility scooter or powered wheelchair to support their mobility in buildings with shared spaces Designated sheds or areas where mobility scooter users are permitted to store and charge their mobility scooters or powered wheelchairs may not be available and may be inaccessible. The potential use of enforcement against mobility scooter or powered wheelchair users where there is a breach of the tenancy agreement, the Neighbourhood Management policy, and any permissions to use, store or charge their mobility scooter. | <ul style="list-style-type: none"> We will engage with residents where they are in breach of the policy and their tenancy agreement. Before any enforcement action is taken, we will work with the owner to find an alternative solution. The Policy clearly defines what mobility scooter or powered wheelchair users can and cannot do regarding storage and charging. Where the Council is unable to accommodate persons who use a mobility scooter or powered wheelchair alternative accommodation will be discussed and arranged. | | |
| Religion or Belief | | | |
| No impacts have been identified in the completion of the assessment. | | | |
| Race | | | |
| No impacts have been identified in the completion of the assessment. | | | |
| Sexual Orientation | | | |

| | | | |
|---|--|--|--|
| No impacts have been identified in the completion of the assessment. | | | |
| Gender Reassignment | | | |
| No impacts have been identified in the completion of the assessment. | | | |
| Pregnancy/ maternity | | | |
| No impacts have been identified in the completion of the assessment. | | | |
| Marriage and Civil partnership (Applies only to Employment and the duty to give regard to the elimination of discrimination) | | | |
| | | | |

Please provide details of arrangements to monitor and review the policy/ decision and any mitigating actions or actions to promote equality:

Following consultation with tenants and members, the Policy will be reviewed in the light of any feedback.

MDH will review this Policy every 5 years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations.

Please state where the EIA will be published (e.g. on the Mid Devon District Council website):

Mid Devon Housing Website

=====

Equality Impact Assessment Sign off

For completion by Corporate Manager

Are you prepared to agree and sign off the EIA?

☐ **Yes**

☐ **No**

If "No", provide details of why and next steps:

Name: Simon Newcombe

Job Title: Head of Housing and Health

Date:

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Report for: HOMES POLICY DEVELOPMENT GROUP

Date of Meeting: 9th September 2025

Subject: **VARIATION OF TENANCY AGREEMENT**

Cabinet Member: Cllr Jane Lock - Cabinet Member for Housing, Assets and Property Services

Responsible Officer: Simon Newcombe – Head of Housing and Health

Exempt: None

which are Exempt from publication under paragraph 3, Part 1 of Schedule 12A to the Local Government Act 1972 (as amended) as it contains information relating to the financial or business affairs of any particular person (including the authority holding that information)

Wards Affected: All

Enclosures: Annex A – Tenancy Agreement
Annex B – Equality Impact Assessment

Section 1 – Summary and Recommendation(s)

The Tenancy Agreement is the legal contract between the Council and its tenants. The agreement sets out both the tenant's and the Council's rights and responsibilities. Under Section 102/103 of the Housing Act 1985, the Council has recently concluded a statutory consultation regarding the proposed amendments to the Council's Tenancy Agreement.

Following on from Cabinet approval on 1st April 2025 to commence statutory consultations with tenants under the Housing Act 1985 section 103 to vary the terms of our tenancy agreement this report presents the results of the consultation and the final draft Tenancy Agreement for approval.

It also sets out the steps needed to meet the legal requirements for varying the terms and conditions of tenancy for existing tenants.

Recommendation(s):

The Homes PDG recommends to Cabinet that:

- 1. The Tenancy Agreement is approved subject to any responses from new tenants signed up after the preliminary consultation ended**
- 2. Delegated authority be given to Head of Housing and Health (in consultation with the Cabinet Member for Housing, Assets and Property Services) to review the consultation responses from the new tenants and authorise such changes to the new tenancy agreement as he considers necessary in the light of any late consultation responses**
- 3. Delegated authority be given to Head of Housing and Health (in consultation with the Cabinet Member for Housing, Assets and Property Services) to draft and serve the notice of variation to existing secure/introductory tenants under section 103 of the Housing Act 1985 to vary the terms and condition of their tenancies so that they are on the terms and conditions of the new tenancy agreement**

Section 2 – Report

1 Introduction

- 1.1 The Tenancy Agreement is the legal agreement between the Council and residential council tenants. As such it underpins our relationship with our tenants.
- 1.2 It should be noted that there has been significant change since November 2016 when the Tenancy Agreement was last reviewed and the amended version came into use. Since then, the fire at Grenfell Tower, subsequent legislative and regulatory changes, the pandemic, and the cost of living crisis have all impacted the work of MDH as a landlord. It is important that the tenancy agreement in use reflects the external operating environment. In particular, the implementation of the Social Housing Regulation Act 2023 has brought about significant changes, with the aim of putting tenants at the heart of the work of Registered Providers. Recent policy reviews have taken account of some of the required changes and the tenancy agreement also needs to be updated to ensure that conditions of tenancy are aligned with policy commitments.
- 1.3 The Homes PDG set up a working group to look at tenure reform. As a result of this a recommendation was made to Cabinet that the use of flexible tenancies be halted. This means that we will need to issue a new Tenancy Agreement which reflects this new approach.

2 Consultation approach

- 2.1 We sent a preliminary notice of variation to all secure and introductory tenants after this was approved by Cabinet on 1st April 2025. The Preliminary Notice,

Notice of Variation (a document outlining the changes to the Tenancy Agreement), Tenancy agreement changes at a glance leaflet, Informative Table of Substantive Changes and reasons for the changes and a consultation form were posted to all secure and introductory tenants, inviting them to comment on the proposed changes.

2.2 Tenants were able to respond to the consultation in the following ways:

- Writing to Tenant Involvement at Mid Devon Housing; Phoenix House, Phoenix Lane Tiverton EX16 6PP;
- Emailing comments to tenantinvolvement@middevon.gov.uk;
- Contact the Tenant Involvement team on 01884 255255;
- Contacting MDH on Facebook – www.facebook.com/middevonhousing;
- By making a comment on our consultation page at letstalk.middevon.gov.uk/tenancy-agreement-consultation
- Attending one of four drop in sessions.

Scan the QR code to
view the consultation
documents and submit
your comments online



- 2.3 We started consulting with existing tenants on 2nd June 2025 and we invited them to comment on the proposed tenancy agreement. Tenants were able to find detailed information on the consultation process, consultation documents, existing documents and a table of substantive changes which detailed what amendments were proposed via a dedicated website. In addition three in person consultation 'drop in' sessions and an 'on line' session were provided where tenants could meet with staff to discuss face to face.
- 2.4 In compliance with Section 103 of the Housing Act 1985, the statutory consultation took place over a 28-day period ending on 30th June 2025. Tenants were given 28 days to comment on the proposals and all the responses received were collected, replied to and noted.
- 2.5 New secure and introductory tenants whose tenancies started after 2nd June 2025 were informed of the variation to their tenancies when they signed up to their new tenancy. They were able to make comments if these were received during the consultation period.
- 2.6 New secure and introductory tenants whose tenancies started after the consultation ended on 30th June 2025 were informed of the variation to their tenancy agreement when they signed up to their new tenancy. They were able to make comments on the proposed variation individually within 28 days of signing the original agreement. Comments received from those tenants is being collated and delegated authority has been given to the Head of Housing and Health to take these into consideration when finalising the Tenancy Agreement.

- 2.7 In total 3,179 consultation packs were posted to tenants 2nd June 2025 – 1st August 2025. (Note: joint tenants each received a separate pack as dictated by legislation).

3 Responses to Consultation

- 3.1 As of 1st August 2025, 214 responses had been received. (135 feedback forms and 79 telephone call-backs requested)
- 3.2 A majority of tenants were happy with the new tenancy agreement and stated that it was easy to understand.
- 3.3 A sample of comments received were:

We have received preliminary notice of variation to the terms and conditions of our tenancy. We have read through this and are more than happy to agree to them.

Well it seems just common sense. Most I would have no issue with.

I think it is a well thought out agreement and suitable for this day and age

Good evening. Following receipt of the proposed new tenancy agreement today, we have decided to email our response. The agreement was fairly easy to read. We can just understand the document. We have far too many comments to put on here. You only have to look at XXXXX to see more or less all the rules are broken.

- 3.4 Some of the suggestion changes received included:

I would like to comment that people who are living in flats with communal outside space and gardens should be allowed areas, specific to themselves for a few seats or pots, so they have something to go outside for. This should be monitored to ensure safety but I have noticed increasingly, especially older residents, feel like prisoners in their homes and have made this comment to me because they are not allowed items outside their properties. I.e. growing some tomatoes in a pot. This person was told he is not allowed. Surely this is a human right. A lot of people have very little to keep themselves interested in life. Rules are good and appreciate they have to be there, but a blanket no in my opinion is not the way forward. In the interest of people's lives surely we could make provision for this to be allowed, even if it is monitored. I would be interested to learn the reasons behind the decision to not allow this.

I've received your new tenancy agreement and there are two things that concern me. Firstly is paragraph 5.61 no mobility scooter must be parked on the home. As the housing officer was aware I had one when viewing the property and didn't say it would be a problem. Secondly not to lay laminate flooring which I had already done as soon as moving in and had this laid because I'm unable to Hoover as it's too heavy for me to push a Hoover because of my disability.

Unfortunately, I cannot agree with point 8.14 and therefore cannot sign new terms of the agreement. On the day of signing the agreement in 2016 and collecting the keys, we were shocked when opening the flat. Each wall was a different colour, blue, red, a shade of black, grey and magnolia. To confirm this, we have photos of the flat before it was painted. The only thing the Council did was leave a bucket of white paint and a bucket of magnolia colour. We had to do everything ourselves, it took me two weeks. It would be very inappropriate to expect us, the tenants, to paint the apartment in colours that the Council approved before leaving the property, taking into account the condition of the property we received.

Section 4.5

I am not happy with how you can make us responsible for a visitor once they have left my property anyone is free to go and do what they like once they have left my home so how does that make me responsible for their actions even if they was with me before hand or even after . Once we have said our good bye they are no longer a visitor at my home.

- 3.5 These points have been addressed in the tenancy agreement where possible, in particular where we remain consistent with recent policy updates, legislation and best practice or the wider balance of responses received.
- 3.6 This feedback will also support ongoing policy reviews and updates, for example mobility scooters where it was linked into the new, draft policy which is a separate agenda item for the PDG.
- 3.7 Many tenants who responded had specific issues with their property or estates which were not directly part of the new tenancy agreement. Any issues raised were passed onto the relevant teams to be actioned.

4 Next Steps and Implementation

- 4.1 Subject to Cabinet approval, we will plan and implement the introduction of the new Terms & Conditions.
- 4.2 For **NEW** tenants, after a date to be agreed, this will simply mean signing them to the new Tenancy Agreement.
- 4.3 For **EXISTING** tenants, we are required Under Section 103, of part IV of the Housing Act 1985, to give formal notification of any changes by serving the notice of variation with a minimum of 28 days' notice. It is proposed this will be issued in September 2025 with the new tenancy agreement to take effect from October 2025.

5 Recommendation

- 5.1 In accordance the above and to enable effective, compliant introduction of the new Tenancy Agreement, the following recommendations are made:

The Homes PDG recommends to Cabinet that:

- 1. The Tenancy Agreement is approved subject to any responses from new tenants signed up after the preliminary consultation ended**
- 2. Delegated authority be given to Head of Housing and Health (in consultation with the Cabinet Member for Housing, Assets and Property Services) to review the consultation responses from the new tenants and authorise such changes to the new tenancy agreement as he considers necessary in the light of any late consultation responses**
- 3. Delegated authority be given to Head of Housing and Health (in consultation with the Cabinet Member for Housing, Assets and Property Services) to draft and serve the notice of variation to existing secure/introductory tenants under section 103 of the Housing Act 1985 to vary the terms and condition of their tenancies so that they are on the terms and conditions of the new tenancy agreement**

Financial Implications

There will be financial costs incurred as part of this process. A Notice of Variation will be sent to all secure and introductory tenants (circa 3000) by 2nd class post. We have no option legally but to send hard copies of notices and one to each individual tenant.

Legal Implications

As a registered provider (RP) of social housing, the Council is obliged to comply with the requirements of the Housing Act 1985. The specific requirements within the Act with regard to the legal requirements for introducing a new Tenancy Agreement are set out within the report.

The Council's legal team have been closely engaged through this process with regard the updated Tenancy Agreement itself and the notice/adoption process to ensure legal compliance.

Risk Assessment

It is good practice to review tenancy agreements on a regular basis to take account of changes to legislation, regulatory requirements, policy and good practice. RPs also need to ensure that those responsible for housing management can rely on a robust tenancy agreement which can be used in support of efficient and effective management of tenancies and the housing stock.

Impact on Climate Change

The Housing Act 1985 requires local authority landlords to undertake consultation and also to print out various documents and to send these through the post when reviewing conditions of tenancy. This will, of course, have an impact upon emissions but cannot be avoided, in line with legislative requirements.

Equalities Impact Assessment

The regulatory framework currently includes the Transparency, Influence and Accountability Standard and, in line with the provisions of this, RPs are required to treat all tenants with fairness and respect; and also to demonstrate that they understand the different needs of their tenants, including in relation to the equality strands and tenants with additional support needs.

Officers working in MDH have training in support of this and are mindful that the Public Sector Equality Duty applies in the discharge of their duties. Work has started to refresh the information held on tenants in MDH records and, to this end, diversity information will be sought at most contacts starting once teams have been briefed.

An Equality Impact Assessment has been completed and no significant impacts have been identified. Those tenants who may have difficulty using standard means of written communication, including those who with literacy issues or whose first language is not English can request alternative forms of communication, including telephone calls, face to face contact and alternative formats including information in large print.

Relationship to Corporate Plan

We will work closely with our tenants to ensure they feel safe, secure and happy in their homes.

Section 3 – Statutory Officer sign-off/mandatory checks

Statutory Officer: Andrew Jarrett

Agreed by or on behalf of the Section 151 Officer

Date: 1.9.25

Statutory Officer: Maria de Leburne

Agreed on behalf of the Monitoring Officer

Date: 1.9.25

Chief Officer: Andrew Jarrett

Agreed by or on behalf of the Chief Executive/Corporate Director

Date: 1.9.25

Performance and risk: Steve Carr

Agreed on behalf of the Corporate Performance & Improvement Manager

Date: 22/08/2025

Cabinet member notified: Yes

Section 4 - Contact Details and Background Papers

Contact: Simon Newcombe – Head of Housing & Health

Email: snewcombe@middevon.gov.uk

Telephone: 01884 244615

Background papers:

Current Tenancy Agreements:

<https://www.middevon.gov.uk/residents/mid-devon-housing/your-tenancy/tenancy-agreements/>

Housing Act 1985

<https://www.legislation.gov.uk/ukpga/1985/68/contents>



YOUR TENANCY AGREEMENT

This agreement contains the terms and obligations of your tenancy.
You should read it carefully.

If you do not understand this agreement or anything in it, we strongly suggest that you ask
for it to be explained to you before you sign it.

You can speak to your Housing Officer, a Solicitor, or the Citizens Advice Bureau for advice.

**This Tenancy agreement is available in other languages and formats.
Please contact Mid Devon Housing on Tel 01884 255255 for further
information.**

| | | |
|----|---|----|
| 1 | Introduction – Welcome to Mid Devon Housing | 3 |
| 2 | The following definitions apply in this agreement. | 5 |
| 3 | Your rent and other charges | 9 |
| 4 | Living in your community | 12 |
| 5 | In and Around Your Home | 15 |
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| 11 | Declaration | 45 |



1 Introduction – Welcome to Mid Devon Housing

- 1.1 This tenancy agreement is the document you sign when you become a tenant of Mid Devon District Council. It is a legally binding contract between you and us. It sets out your rights and responsibilities as a tenant and our responsibilities to you as the Landlord.
- 1.2 We want you to enjoy living in your new Home. We feel it is important that we make it clear from the start of your tenancy what you can expect from us and in turn, what we expect from you during your tenancy.
- 1.3 This tenancy agreement is used for:
- Introductory tenancies
 - Secure tenancies
- 1.4 Your offer of tenancy letter will tell you which type of tenancy you have. The type of tenancy you have is also set out at page 44 of this agreement.
- 1.5 An introductory tenancy is a probationary tenancy for a trial period of 12 months which can be extended by 6 months (if you breach the terms of this agreement). At the end of this period if we have not taken steps to obtain possession it will become a Secure Tenancy.
- 1.6 An introductory tenant does not have as many rights as secure tenants and does not have security of tenure because it is a probationary tenancy.
- 1.7 A Secure Tenancy is a periodic tenancy and not a fixed term.
- 1.8 The Terms and conditions set out in this document apply to all tenancy types unless stated otherwise.
- 1.9 If you have signed this tenancy agreement with someone else you are jointly responsible for the tenancy. Even if you leave your Home, you and the tenant(s) who remain are still responsible for abiding by this agreement including paying the rent.
- 1.10 A joint tenant of an introductory or secure tenant can unilaterally terminate the tenancy without the other joint tenant's agreement. You are advised to contact us if you require further advice.



- 1.11 You are also responsible for the actions of members of your household and also visitors (including children) to your Home. This means they too have to respect the terms and conditions of your tenancy and if any of these are breached, this may impact on your tenancy.
- 1.12 We are committed to ensuring that your Home and the services we provide are to a decent standard. We want you to live in a peaceful neighbourhood free from anti-social behaviour. We expect you to look after your Home, and, therefore if any damage is caused to it whether this was intentional or accidental, you will be recharged for putting it right. We ask that you treat your neighbours in the way you would like to be treated. You must pay your rent and any other charges on time. These are reasonable expectations.
- 1.13 If we fail to meet our responsibilities under this agreement, we expect you to tell us and to give us the opportunity to put things right. If you break your side of the agreement, we will normally tell you and give you a chance to put things right (unless matters are so serious that immediate action is required). If you fail to take this opportunity, then we will use the tools and powers available to us to take enforcement action which could include demoting the security of your tenancy or starting possession proceedings against you.
- 1.14 The Anti-social behaviour (ASB), Crime and Policing Act 2014 introduced simpler, more effective powers to tackle ASB and provides better protection for victims and communities. We will work with other agencies to tackle this unwanted behaviour. If we take any legal action against you or your household, your tenancy of your Home is at risk and you will be responsible for any costs incurred for taking such action. It may also prevent you from being re-housed with us in the future.
- 1.15 This firm approach is only to ensure that we provide a safe environment in a place where people want to live. We deliver a housing service that tailors its services to meet the diverse needs of individuals and we encourage and foster good relations with people when providing our services, to eliminate discrimination and to promote opportunity of equality.
- 1.16 Other useful information we provide to help you to manage your tenancy include the Tenant and Repairs Handbooks. The Tenant Handbook is an explanatory booklet which will be given to you at the beginning of your Tenancy. It does not form part of this tenancy agreement but it contains useful information.
- 1.17 The Repairs Handbook contains handy tips on what to look out for and how to sort out minor repairs yourself. We also have a range of policies which complement your Tenancy agreement. These can be provided on request or available to view on the Council's website.



- 1.18 Most importantly, you are entering into a legal contract with us. Please read this agreement carefully before accepting the tenancy and keep it in a safe place so that you can refer to it when needed. If you do not understand anything in your tenancy agreement, then please speak with us or obtain independent advice from a solicitor or Advice Centre.
- 1.19 When you sign for your Home, we will require photo ID or a certified photo of you and ID for all other household members.
- 1.20 We hope you enjoy your new Home and have a happy experience being a tenant of Mid Devon Housing.

2 The following definitions apply in this agreement.

| Definition: | Meaning: |
|--|--|
| Assignment By Way Of Exchange | Under s.92(1) of the Housing Act 1985 assignment of the Tenancy to another Secure/Flexible tenant or an Assured tenant of a Social landlord as part of an exchange of properties |
| Central FIT Register | Means the register kept and maintained by OFGEM |
| Communal area | (including buildings) that tenants of MDH share or can use including stairs, landings, paved areas, shared gardens and parking areas |
| Conservation area | An area with a special character or quality because of its architectural and/or historical importance |
| Council land | Land owned by Mid Devon District Council, including all estates or amenity, residential and permit holder car parks |
| Demoted Tenancy/Demoting the security of Tenancy | A tenancy which has reduced rights compared to a Secure tenancy. Only a court can order a demoted tenancy. Under certain circumstances, |



| | |
|----------------------|--|
| | we may apply to court to have a Secure reduced to a Demoted Tenancy |
| Employees | Includes our Employees and any contractor, agent or anyone instructed by us |
| Evict or Eviction | This is when you are required to leave your Property. We will not Evict you without a Court Order |
| Family Provisions | <p>A Court Order transferring the Tenancy under:</p> <ul style="list-style-type: none"> (i) Section 24 of the Matrimonial Causes Act 1973 (Property adjustment orders in connection with matrimonial proceedings); (ii) Section 17(1) of the Matrimonial and Family Proceedings Act 1984 (Property adjustment orders after overseas divorce, etc.); (iii) Paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents); or (iv) Part 2 of Schedule 5, or paragraph 9(2) or (3) of Schedule 7, to the Civil partnership Act 2004 (Property adjustment orders in connection with civil partnership proceedings or after overseas dissolution of civil partnership) |
| Feed in Tariff (FIT) | Means the sums paid by energy companies and/or the government and/or any other buyer in consideration for the electricity generated from the Solar PV Panel System and/or the electricity which is exported to the grid or sold to any other buyer, and any other benefits that arise from the micro- generation of electricity by the Solar PV Panel System including carbon credits or CO2 savings |
| FIT Period | Means the period of twenty-five years from the date that the Solar PV Panel System is installed at the Property and is recognised under the MCS as satisfying the relevant equipment and |



| | |
|---|--|
| | installation standards and has been entered into the Central FIT Register by OFGEM |
| Gang | Means “a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community” |
| Garden | Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls that are part of your Home fences |
| Household | All those living in your Home, including pets |
| Improvement | Any alteration, addition or extension to the Property |
| Introductory Tenancy | A Tenancy under Part 5 of the Housing Act 1996, which lasts for a trial period of twelve months - trial period maybe extended. |
| Joint Tenancy | A tenancy granted to two or more (up to a maximum of four) people. Each tenant is jointly and separately liable for the tenant’s obligations in the tenancy agreement and the Council can enforce the tenancy obligations against all or one of the joint tenants in the agreement |
| MDH, Mid Devon Housing, Landlord, Council, we, Us, us Our Housing Service | Mid Devon District Council |
| Listed building | A listed building is a building or structure which is considered to be of special architectural or historic interest |
| Locality | The area around your Home that includes the road, street or estate where your Home is located |
| Lodger | A person who pays you money to live in your Property and does not have any exclusive rights to any parts of it |
| MCS | Means the Microgenerator Certification Scheme or equivalent schemes accredited under EN45011 |



| | |
|---|--|
| Neighbours | Everyone living in the local area , including people who own their own Homes and other tenants |
| Notice of Seeking Possession | A legal document that is served prior to taking possession action against a tenant |
| Notice period | The period of notice required by either party to bring the Tenancy to an end. This is normally at least four weeks' notice when a notice to quit is served |
| OFGEM | Means the Office of Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff |
| Partner | A husband, wife or someone who lives with you as a husband or wife. Partner also includes a Partner of the same sex |
| Person Qualified to Succeed- Introductory/pre-1st April 2012 Secure Tenancy | <p>Provided the tenancy of the deceased is an introductory tenancy or is a secure tenancy entered into before the 1 April 2012</p> <p>The deceased tenant's spouse or civil partner if they occupied the Home as their only or principal Home at the time of the tenant's death.</p> <p>If there is no spouse or civil partner, a cohabitee or member of the tenant's family if they:</p> <ul style="list-style-type: none"> • occupied the Home as their only or principal Home at the time of the tenant's death • resided with the tenant for the 12 months before the tenant's death |
| Person Qualified to Succeed- Secure Tenancy | <p>Provided the tenancy of the deceased is a Secure Tenancy which began on or after the 1 April 2012</p> <p>The deceased tenant's spouse, civil partner or cohabitee succeeds if they occupied the Home as their only or principal Home at the time of the tenant's death.</p> |



| | |
|-----------------------|--|
| Property or Home | The property let to you under this agreement |
| Secure Tenancy | A Secure Tenancy under Part 4 of the Housing Act 1985 which is a periodic weekly Tenancy and not a Flexible Tenancy |
| Solar PV Panel System | Means any Solar PV Panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on your Property |
| Tenancy | This agreement containing the terms, conditions and obligations of the Tenancy |
| The Provider | Means any person appointed by us to install, maintain, operate, repair or replace the Solar PV Panel System and includes their successors in title |
| Vacant possession | The Property is unoccupied and empty of possessions |
| Vehicles | Includes: car, bus, lorry, motorbike, boat, caravan, trailer, scooter, motorised transport or similar |
| Visitors | People not living with the tenant but who come to the tenant's Property |
| Written consent | A letter from us giving you permission/consent to do something. If you do need our consent we will ask you to put your request in writing |
| You, you | You as the tenant of us and in the case of joint tenants any one or all of the joint tenants |

3 Your rent and other charges

- 3.1 The **rent amount and charges** you must pay are set out in page 44 of this agreement. Charges may include, but are not limited to, water, sewerage, heating, and charges for support services. You must pay the rent and charges weekly in advance on every Monday unless we inform you otherwise.



- 3.2 You are responsible for paying your rent and other charges on time. You must not run a debt for any period.
- 3.3 If you fall behind with payments, we may start possession proceedings against you which will put your tenancy at risk. We may at our discretion consider entering into an arrangement with you for you to pay the arrears off by instalments. You must keep to any such agreed arrangement to avoid losing your tenancy.
- 3.4 If you receive any further services which we will charge you for, we will notify you of the charges when the service starts.
- 3.5 If you pay for an alarm service and fall behind with payments, we may terminate the service you receive. You will be responsible for finding an alternative provider. We may at our discretion consider entering into an arrangement with you for you to pay the arrears off by instalments. You must keep to any such agreed arrangement to avoid losing your service.
- 3.6 If you have an insolvency arrangement in place, you must pay your rent/charges including any arrears. If you don't pay the insolvency arrangement will not prevent us from seeking possession.
- 3.7 If you are a joint tenant, you are jointly responsible for all of the rent, charges and any arrears. This means that we can ask any individual joint tenant to pay the full amount due and recover any arrears or unpaid sums owed for your Property. We will not split the charges between you.
- 3.8 If your rent account goes into credit, we may deduct any other debt owed by you to the Council from any money that we may owe you. This could include recharges, Council Tax or other sundry debts. We will check if you owe any money before refunding any credit. This is to ensure that you do not have any other debts with the Council.
- 3.9 We may vary the rent or other charges by giving you at least four weeks' written notice before any changes take effect. These charges may increase or decrease from time to time – usually once a year.



3.10 Debts from previous Homes

3.11 If you owe us money for any former tenancy or for any other debt related to your former tenancy with us; it is a condition of this tenancy that you pay that debt in addition to the current total charges. This must be paid in full unless the Council agrees an instalment arrangement with you which you keep to.

3.12 If there are any unpaid sums at the end of the tenancy we may still pursue them by passing your details onto debt collection agencies and/or making a claim through the County Court which will affect your credit rating.

3.13 Household Bills

3.14 You are responsible for paying household bills, for example, Council Tax, water charges, sewage, electric, gas and any other outgoings whether metered or billed. We may forward your details to the relevant utility company at the start and end of a tenancy, and at additional times when required requested.

3.15 Financial Assistance

3.16 You may get help with paying your rent by claiming benefit. It is your responsibility to make a benefit claim. You need to apply as soon as you think you qualify and to provide all the information that is requested to support your claim. If your circumstances change, you must inform the relevant organisation where you claim help for housing costs immediately. If you are paid too much benefit you will be asked to pay it back by the organisation which paid it to you.

3.17 If you are eligible to receive benefit for housing costs and this benefit is paid directly to you or to a member of your household, it will be your responsibility to make payments to cover your rent/charges.

3.18 If you fail to pay your rent, where possible we will apply to the Department of Works & Pensions (DWP) for deductions from your benefit for direct payments for your monthly rent and an amount on top for any arrears you have.



3.19 **Advice and Support Services**

- 3.20 We work in partnership with agencies that provide debt and financial advice and we will provide you with information to seek further advice and help you sustain your tenancy. We will not pass your details onto agencies without your consent.

4 **Living in your community**

- 4.1 We take complaints of anti-social behaviour and nuisance seriously. Your Home will be at risk if you cause or permit anti-social behaviour.

- 4.2 You must respect other people who live in your neighbourhood.

- 4.3 Our aim is to bring communities together by making your neighbourhood a better and safer place to live by helping people to resolve differences peacefully. We expect you to try to resolve disputes with your neighbours and to be tolerant of different lifestyles. You are encouraged to make use of mediation services to resolve any differences. In more serious cases, we will take the most appropriate action to resolve the situation.

4.4 **Antisocial and Illegal Behaviour**

- 4.5 You are responsible for the behaviour of every person in your household including children and people living in or visiting your Home. You are responsible for their behaviour in the Home, in common areas and in the Locality around your Home including public areas such as local shops and bus shelters, which serve the housing estate your Home is situated in.

- 4.6 You must not harm, intimidate, threaten or act in any manner that causes or is likely to cause nuisance, annoyance, alarm, harassment or distress to any person living in, visiting or otherwise engaging in lawful activity in or in the Locality of your Home. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit.

- 4.7 You must not vandalise or cause damage to any property or any other persons' possessions. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit.



- 4.8 You must not use threatening behaviour, domestic violence or abuse (including but not restricted to physical, psychological, sexual, financial or emotional) towards anyone living in your Home or anyone with whom you currently have or have previously had a personal relationship. This includes but is not restricted to spouses, partners, girlfriends, boyfriends and any member of your family. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit.
- 4.9 You must not use or allow your Home to be used for any illegal purpose.
- 4.10 You must not threaten, be violent, aggressive or abusive towards any of our employees or our representatives, agents or contractors. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit.
- 4.11 You must not supply from your Home or within the locality of your Home, or allow to be supplied from your Home or within the locality of your Home on your behalf or for your benefit, any controlled drug or other substance contrary to the Misuse of Drugs Act 1971 or any other current relevant legislation.
- 4.12 You must not allow any animal owned by you, any member of your household or accompanying any visitor to your Home, to cause a nuisance, to behave or be used in a dangerous or intimidating manner, or to foul any communal area, footpath or play area within the Locality without cleaning it up immediately. All dogs must be kept on a lead in Communal areas and any dog encountered, which is not on a lead will be considered a stray and can be confiscated by us.
- 4.13 You, your children, friends, relatives, any other person living in your Home and visitors must not harass or threaten to harass or do anything that is likely to disturb or cause a nuisance/annoyance to any person on the grounds of their race, colour, ethnic or national origin, their religion, age or gender or sex or because of any disability they may have.
- 4.14 You or anyone living with you must not become a member of a Gang or allow a member of a Gang to visit your Home.



4.15 Examples of Anti-social behaviour include, but are not limited to:

| | |
|--|---|
| Verbal abuse, intimidation, threatening behaviour and harassment | Threats to cause harm to an individual(s), persistent behaviours which cause harm or upset |
| Hate Crimes | Hate crime incidents based on race, sexual orientation, belief, gender, disability |
| Domestic Violence | Abuse of a partner or household member |
| Noise nuisance | Where there is a noise from persistent dog barking, loud music, DIY or loud music during unsociable hours |
| Communal nuisance | Where people are congregating near and around our properties and are causing rowdy/threatening behaviour or vandalism to MDH property |
| Animal related problems | Animals fouling in Communal areas and animals not under proper control |
| Environmental abuse | Fly-tipping in communal areas, bonfires, graffiti, tagging etc. |
| Drugs, substance or alcohol abuse | Use and supply of illegal drugs. Alcohol related ASB. Cuckooing, prostitution and related behaviours |
| Vehicle related nuisance | Abandoned cars, unnecessary noise pollution from cars and car repairs on communal land |
| Other criminal behaviour | Violence against people and property. Arson, prostitution and other sex related offences, Gang related activities, gun and knife crime, social media abuse. |

4.16 You must obtain written consent from us to securely store a licensed weapon at your Home. This must be kept in a locked cabinet as per your firearm licencing conditions and no one must be able to access this other than the person who holds the licence. You will at all times remain responsible for the security of the licensed weapon.

4.17 **Threats to Employees and Contractors**

4.18 If your or your household's behaviour is perceived as posing a risk to our employees or contractors we may flag your account which may mean that we adjust the way in which we interact with you. If we do flag your account we will write to you and explain how we will interact with you in the future. This could mean that we will only attend your Home with two operatives present which may delay repairs or maintenance to your Home.



4.19 **Misrepresentation**

4.20 This Tenancy is granted to you on condition that prior to the grant of this Tenancy, you have made in respect of any previous accommodation occupied by you, whether provided by us or not, full disclosure to us in writing about any complaints made against you that you have behaved in an anti-social manner or been a nuisance to former neighbours or those in the neighbourhood, or committed any incident of tenancy fraud.

4.21 If we find out that you have not made full disclosure of any relevant information under clause 4.20 this will be treated as a breach of this agreement and we will take steps to end the tenancy.

5 In and Around Your Home

5.1 **Living in your Home**

5.2 You must use and occupy your Home as your only or principal Home.

5.3 If we have reason to believe that you are not living in your Home as your only or principal Home or you have abandoned it, we will take action to obtain possession.

5.4 If we obtain possession in these circumstances, you may not be eligible for another Council Property.

5.5 **Overcrowding**

5.6 You must not allow your Home to become overcrowded. The permitted number of people who can live in your Home is shown on page 44 of this agreement. If you are unsure about this, please contact Mid Devon Housing for advice.

5.7 **Lodgers and changes to the Household**

5.8 Secure tenants have the right to take in Lodgers without our consent but must not allow their Home to become overcrowded.



- 5.9 You must provide us with the following information for any lodger or any other person you allow to live in your Home:
- Their full name and former address;
 - Their National Insurance number and
 - Their date of birth
- 5.10 You must also notify of us of permanent or temporary changes to your household.
- 5.11 If you receive any help with housing costs or Council Tax, you are responsible for updating the relevant organisation.
- 5.12 You must not take in Lodgers if you have an Introductory Tenancy.
- 5.13 **Subletting**
- 5.14 If you have a Secure tenancy you must not sublet part of your Home without our written consent.
- 5.15 If you have a Secure tenancy you must not sublet or part with possession of the whole of your Home.
- 5.16 Secure tenants are responsible for the behaviour of any sub-tenants and/or Lodgers, this includes making sure they comply with the terms and conditions of this agreement.
- 5.17 You are not permitted to use your Home as a bed and breakfast (including Airbnb).
- 5.18 You must not sublet or part with possession of the whole or any part of your Home if you have an Introductory Tenancy.



5.19 Changed Circumstances

- 5.20 During your tenancy you must not (either solely or jointly) own, purchase or rent any other residential property which it would be reasonable for you to live in as your main Home. You must not obtain another social housing property whilst you are our tenant. You must inform us if you own a residential property or have another residential lease or tenancy or inherit a property. This includes overseas properties.

5.21 Using your Home

- 5.22 You must keep your Home, including any garages and outbuildings, in a clean and tidy condition and in the same condition as at the start of the tenancy (except for fair wear and tear). It must be kept free from excessive build-up or poor placement of belongings or refuse that could cause a health and safety or fire risk to you, anyone else or to property.
- 5.23 You must ensure that you are able to evacuate your Property in the event of a fire or other emergency situation.
- 5.24 If we need to undertake any repair or Improvement works to your property, you must provide our Employees, with clear access and clean conditions to all work areas. You must remove any possessions, for example, furniture or flooring, where access is needed for repairs or improvements. If asked you must remove any animal from the room the Employee is working in or present in. We may refuse to carry out works until such time as clear access to all work areas is available. You must contact us in advance of any appointment if you anticipate you will have difficulties in complying with this clause.
- 5.25 You must not use or enter any loft space of the Home without our written consent. We accept no liability for personal injury or damage to your personal property should you use or enter the loft space without our consent. If you enter or use the loft space and cause damage including to any services such as electrical cables, water pipes, insulation, ceilings, the Solar PV Panel System you must pay the costs of repairs or replacement.
- 5.26 You must
- Provide a smoke-free environment when our Employees, are visiting or working in your property. You will extinguish any cigarettes lit when we visit;



- Keep chimneys and flues free from obstruction and ensure chimneys, where in use, are swept at least once a year, or more frequently if necessary and provide proof that this has been done;
- Only use fuel suitable for the particular appliance or open fire (a list is available from the Council). Failure to do so may cause damage or inefficient running. You should not burn any plastics, food, pet(s)/animal(s) waste, recyclable material or timber that has been painted or treated with a preservative.

5.27 You must not interfere with any property that belongs to a gas, electricity, water, broadband or telecommunications company or a supplier of other similar services.

5.28 You must not set light or launch any sky lanterns from your Home.

5.29 You are responsible for pest control (rodents, hornets, fleas, bedbugs and cockroaches) at your Home. You may be eligible for financial assistance to pay for pest control. We can provide a service for treatment of pest control for a charge. Please speak with MDH for further advice.

5.30 You are responsible for the treatment of ants and the removal of wasp nests at your Home.

5.31 You must not install CCTV or camera doorbells unless we give you written permission.

5.32 **Running a Business**

5.33 You must not run a business from your Home without first obtaining written consent from us. If we give you permission and the business creates a nuisance or annoyance we reserve the right to withdraw our permission giving you twenty eight days' notice. You must then cease to run the business from your Home.

5.34 Each case will be judged on its merits and you are responsible for obtaining your insurance relating to the business and for paying business rates. You are responsible for the disposal of any business waste and ensuring there is no nuisance caused to neighbours including additional traffic movements due to running the business.



5.35 **Gardens**

5.36 You are responsible for looking after your Garden; if you cannot maintain the Garden by yourself you will need to make appropriate arrangements for this to be maintained by family/friends or employing a gardening service.

5.37 You must also:

- Keep your Garden in a well maintained condition (this includes cutting the grass, removing weeds, trimming hedges and cutting back flowerbeds);
- Ensure that any hedges do not grow more than two metres high;
- Keep neat and tidy any hedge on your boundary, by trimming your side and also topping the hedge, including the main structure of the hedge. Your neighbour will be responsible for trimming the side facing their property. If your hedge borders a public footpath or road, you will be responsible for trimming both sides;
- Ensure that plants, trees, boundary hedges or large shrubs, do not become dangerous or overgrown, cause nuisance to your neighbours or damage to any property;
- Notify us if you believe that tree roots may be affecting underground services or foundations so we can arrange an inspection;
- Not store or hold any rubbish (except in a designated bin), household furniture, appliances, scrap materials, vehicle parts, in your Garden area;
- Give your neighbours fair consideration whenever you light bonfires in your Garden;
- Not do anything to encourage pests or vermin into your Home or any communal or garden areas;
- Ensure that all plants, trees or shrubs do not obstruct windows, doors, outhouses, footpaths, public right of ways, Solar PV Panels or energy efficiency systems.

5.38 You must not plant a tree or hedge without our written consent. We reserve the right to refuse consent for certain types of fast growing trees, such as Leyland cypress conifers or willow trees.

5.39 Where any trees or shrubs are causing a nuisance/annoyance or are dangerous, we may give you written notice asking you to remove or cut back within a certain timescale. If you do not do so we may enter your Home and carry out the works. You will be liable for our reasonable costs in carrying out any such works.



- 5.40 You must not remove any trees or boundary hedges without our consent.
- 5.41 You are responsible for notifying us if there is a good reason you are unable to look after your Garden or arranging for someone to look after it on your behalf. You cannot give away land that forms part of your tenancy but if you are struggling to maintain it you can ask someone to maintain it on your behalf.
- 5.42 You must obtain written consent from us before you or members of your household wish to do any of the following:
- Place, build or erect any greenhouse, garage, shed, patio, decking, aviary, fencing, conservatory, pigeon-loft, fishpond, pool or similar structure in your Garden or Communal area or anywhere in/or on council property;
 - Place, build or erect any gate or barrier across a Communal path;
 - Replace or erect fencing. Any fencing with written consent should be no higher than one metre at the front or two metres at the back of your Home;
 - Make changes to boundary walls, outbuildings or hard surfaces.
- 5.43 Where your Home is a Listed building or in a Conservation area this will be a special consideration to be taken into account when we decide whether or not to give consent.
- 5.44 **Communal Areas**
- 5.45 If you live in a block of flats where you do not pay a service charge for communal cleaning services, you are responsible, together with your neighbours, for keeping all Communal areas clean and tidy.
- 5.46 MDH have a zero tolerance policy on clutter in Communal areas, in the interests of delivering fire safety.
- 5.47 You must not do the following:
- Block or obstruct Communal areas (for example, entrance, hallways, landings, stairwells or lifts) this includes leaving items such as gardening materials, prams, motorcycles, bicycles, play items or mobility scooters in these areas;



- Leave any items or articles within or on Communal areas;
- Fly tip on Communal areas –fly tipping is an offence and we will prosecute;
- Wedge open any Communal doors;
- Litter, dirty or allow any pet(s) to foul in Communal areas;
- Allow dogs to be off the lead when in Communal areas;
- Store harmful or explosive materials in your Home, Garden, Communal areas, sheds or storage areas;
- Throw anything or allow anything to fall from any windows, balconies or Communal areas;
- Leave refuse or recycling boxes in Communal areas except where designated facilities are provided;
- Tamper, damage or deface any door entry system, emergency alarm equipment, smoke or carbon monoxide detectors, gas, electric or water supplies or meters, Solar PV Panel Systems, Communal aerials or damage any fire doors, escapes or lifts;
- Smoke or drink alcohol in enclosed Communal areas;
- Misuse the Communal area;
- Bonfires and/ or mini fires on Communal land, owned and managed by MDH will not be permitted. Disposable BBQ's are not permitted to be used in communal areas.

5.48 Communal areas are not to be seen as an extension to your Home. You must seek written consent from us if you would like to place any of your belongings in or on Communal areas. This includes, for example, installing hanging baskets or plant boxes.

5.49 **Pets and Animals**

5.50 You must not keep any pet(s)/animal(s) at the Property without our written consent unless it is a registered support dog, a small domestic caged animal or small fish. Any consent we grant will be at our absolute discretion.

5.51 You must apply to keep a pet or an animal on our approved pet application form and provide such additional information we require in order to process the application. We may impose terms and condition on the consent which you must comply with. If you do not comply with the terms and conditions we may withdraw the consent.

5.52 You must not keep or allow any dangerous pet(s)/animal(s) into your Home. This includes those covered by The Dangerous Dogs Act 1991, The Dangerous Wild Animals Act 1976 or any other relevant legislation.



5.53 You must ensure the following for any pet(s)/animal(s) you keep at your Home:

- It has a suitable environment;
- It is kept securely and cannot escape;
- It is provided with a suitable diet and fresh water; and
- It is protected from pain, suffering, injury and disease.

5.54 We reserve the right to withdraw our consent for you to have a pet(s)/animal(s) at any time. If our consent is withdrawn you will immediately remove the pet(s)/animal(s).

5.55 You must not allow intentional breeding of any pet(s)/animal(s) at your Home. You must not sell any pet(s)/animals (s) which are kept at your Home.

5.56 You do not need our consent to keep a registered support dog (e.g. guide dog for the blind, hearing dog, etc.) provided you supply us with evidence of the need for a registered support dog. If we are not satisfied that there is a need you must remove the animal from your Home. Evidence of the need for a registered support dog can be obtained from a secondary health services or the charity that provides the animal.

5.57 If you move out of your Home, you must not leave any pet(s)/animal(s) at the property. If you do so you will be liable for our costs in dealing with such pet(s)/animals.

5.58 You must not bury your pet(s)/animal(s) in any part of the Home or Communal Gardens.

5.59 You must not look after someone else's pet(s) or animal(s) at the Home without our written consent. If you do look after someone else's pet all the relevant clauses in this agreement relating to pets and animals will apply whilst it is staying in your Home.

5.60 **Vehicles and Parking**

5.61 You must not:

- Park any boat, trailer, caravan, motor home or similar on any part of your Home without our prior written consent (we will not unreasonably withhold this); Tenants in flats above the ground floor will not be granted permission to store a mobility scooter in their home.



- Park any motor vehicle, boat, trailer, caravan, motor home or similar on any part of your Home unless on a suitably constructed hard standing, driveway or a garage, with the relevant planning permissions, with direct access from the highway and an appropriate dropped kerb entrance installed by an approved contractor;
- Park or leave any motor vehicle on our land, including Communal grassed areas other than in an area set aside for parking and in accordance with the our rules/regulations for parking in those areas set aside for parking
- Park any vehicle which is untaxed, un-roadworthy or not insured at your Home or on any other Council land;
- Park any vehicle that exceeds 2000kg unladen weight at your Home or on our land;
- Carry out major repairs to vehicles at your Home. You are allowed to carry out general maintenance and repairs such as topping up windscreen washer fluid, oil or water, changing tyres, putting in a new sound system or changing windscreen wipers etc. but you must not cause a nuisance;
- Keep any motor vehicles (for example a motorcycle or moped) inside your Home, or in any indoor Communal area;
- Sell, rent or give away any parking space or garage let to you;
- Park in a designated disabled parking bay unless you have a valid blue badge; or
- Abandon any unwanted motor vehicle, caravan trailer or boat on any our land. We reserves the right to remove any such vehicle and recharge you the costs of its removal.

5.62 Where we deem applicable, you are required to display clearly on the front windscreen/dashboard of the vehicle a valid parking permit when parking in designated permit car parking areas.

5.63 You must not park anywhere which may obstruct access to other properties in the Locality of your Home or prevent the Emergency Services gaining access or cause inconvenience, nuisance or potential danger to others.

5.64 You must take precautions to minimise the possibility of an outbreak of fire and materials must be disposed of correctly when carrying out Vehicle repairs.

5.65 **Refuse**

5.66 You must not dispose of any medical waste in refuse bags, bins, food caddies or recycling boxes.



- 5.67 You must ensure that you dispose of all refuse securely, safely and hygienically.
- 5.68 You must ensure that you comply with the Council's rules for recycling and that all recycling is placed in the correct bins or seagull bags.
- 5.69 You are responsible for your refuse until it is collected by the Council. Refuse must not be put out on the street until the evening before or the morning of collection prior to collection.
- 5.70 You must dispose of any other material that we do not normally collect by paying for it to be collected or by taking it to a refuse disposal centre.
- 5.71 Unwanted items must not be left in Gardens or on Council land. You are responsible for making arrangements for the removal of such items. Fly tipping is an illegal offence and those responsible for it will be prosecuted.
- 5.72 You must not leave refuse or recycling boxes in enclosed Communal areas except where designated facilities are provided.
- 5.73 **Being Away from Home**
- 5.74 If you leave your Home for more than twenty eight days, you must beforehand:
- Inform us in writing of the dates you will be away and the contact details of you or those of someone else in the Locality who can deal with any emergency on your behalf;
 - Ensure your Home will be looked after and kept secure while you are away;
 - Inform us in writing if anyone else will be staying in your Home whilst you are away and provide full name, address, DOB, contact telephone number and confirm the dates they will be there from and to.
- 5.75 If you do not inform us when you are away, we may treat you as having parted with possession of the property and take action to repossess your Home.
- 5.76 **Insurance**
- 5.77 We have a responsibility to insure the structure of the building of your Home and any fixtures and fittings that belong to us.



- 5.78 We will not be liable for the actions of an independent contractor we instruct where they are negligent or in breach of any duty owed to you. We will ask that all contractors carry adequate insurance to cover third party damage.
- 5.79 You are responsible for insuring your own contents such as your personal belongings, furniture, carpets or decorations. We strongly advise you to take out your own Home contents insurance cover.
- 5.80 You must not do anything that may invalidate or increase the premium for the insurance that we provide for the structure of the building and any fixtures or fittings that belong to us.

6 Repairs and Improvements

6.1 Our responsibilities as a Landlord

6.2 We will keep in repair:

- The structure and exterior of your Home, including chimneys and chimney stacks, roofs, external walls and doors, window frames, internal walls, floors, ceilings, skirting boards, doors and door frames;
- Gutters, drains, sewers and external pipes (except those adopted by a water company);
- Service installations where originally fitted or adopted by us, such as those provided for the supply of water, gas, electricity (but not the Solar PV Panel System);
- Sanitation wear, such as basins, sinks, baths, toilets and installations for room and water heating;
- The external decoration of your Home in accordance with our programmed cycle for such work; (any communal parts of the building will be treated in the same way);
- Integral garages and outhouses;
- Communal areas, such as door entry systems, aerial systems and other installations provided by us, hallways, stairways, lifts and other common parts;
- Hard wired smoke detectors and where installed, hard wired carbon monoxide and heat detectors and hard wired pull cord systems;
- Pathways, walkways, hallways, balconies, passageways, alleys, garage access ways, steps or other means of access (that are owned by the Council). You should report any hazards you find on an estate in order for them to be rectified.

6.3 We will not be liable for any of the above if:



- The repair becomes necessary because you damage these items, whether by accident or deliberately;
- An installation, alteration or Improvement that was not part of your Home at the start of the tenancy, nor was later provided by us.

6.4 We are not liable for repairs or decorations that were the responsibility of the previous tenant where you have undertaken a mutual exchange. We are also not liable to remove any belongings/goods left by the previous tenant where you have undertaken a mutual exchange. If you have concerns after moving in about the state of property due to the previous tenant's actions you will need to consider raising these concerns with the previous tenant or seek redress from them.

6.5 Details of how to report a repair, the different types and how these are prioritised are shown in your Repairs Handbook.

6.6 **Your responsibilities as a tenant**

6.7 You must use your Home in a "tenant-like manner". You must take good care of your Home, carry out daily maintenance tasks and not do anything that directly leads to a deterioration of the fabric of the building or the installations and facilities provided. For example, you should:

- Keep your Home clean;
- Heat and ventilate your Home appropriately.

6.8 You are responsible for minor repairs and decorating inside the Home. You must not decorate the outside of your Home unless you have our written consent.

6.9 Where your Home is either Listed Building or built in a Conservation area, you must not carry out internal decorations before seeking our written consent.

6.10 Where your Home is newly converted or built you must seek guidance from MDH prior to decorating your Home.

6.11 You are responsible for reporting any repairs needed to your Home or shared areas that we are responsible for. We are not responsible for any loss or damage because a tenant fails to report any disrepair or fault immediately.



- 6.12 If you fail to report a repair, you must pay for any damage caused by you failing to tell us.
- 6.13 You must not steal or sell any goods from any property, building or grounds owned by us. This will result in MDH's reporting this to the Police as a criminal offence.
- 6.14 You are responsible for reducing damp, mould and condensation through heating, ventilating and controlling moisture. A failure to use, or to report defects of, the provided manual and mechanical ventilation is likely to lead to mould issues. In extreme circumstances, where there is a risk of damage to a property or health, MDH may request access to automate the ventilation. Any damage to the contents, decorative finish and fabric of the building will be your responsibility.
- 6.15 You are responsible for carrying out minor repairs to your Home. This includes, but is not limited to:
- Plumbing in domestic appliances such as washing machines or dishwashers;
 - Maintaining fittings such as WC seats, covers, hinges, chains and handles, and plugs for baths, basins and sinks;
 - Replacing electrical fuses, light bulbs, electric plugs, fluorescent tubes and starters (except those in Communal areas), resetting trip switches;
 - Repairing or replacing washing lines (unless you share them with other people);
 - Clearing outside gullies;
 - Repairing and maintaining the Garden (except Communal gardens) including patios and hardstanding's;
 - Repairing any equipment, fixtures or fittings left in your Home fitted by a former tenant and left in place at your request;
 - Providing any additional keys, replacement keys or locks and gaining access to the Home (except where a crime number is provided);
 - Replacing cracked or broken glass (except where we accept responsibility);
 - Testing any smoke detector provided by us. In particular, you are responsible for checking and replacing batteries;
 - Outbuildings, sheds, garages, driveways, fences (unless it is a post and wire fence provided by us) or greenhouses at your Home other than those we have provided permanently for you;
 - Ensuring that your own fittings (such as cookers) are installed correctly by a suitably qualified person and meet current safety standards;
 - Installing TV aerials (except Communal aerials), aerial sockets;
 - Resetting heating time clocks or programmers;



- Keeping drains inside and outside your Home clear;
- Small jobs around the house such as putting up curtain rails, blinds, shelves, doorbells, minor superficial plaster cracks and any such fittings or structures not installed by us.

6.16 If you have a chimney flue and it is defective or blocked in any way you must report this to us without delay.

6.17 You are responsible for maintaining and servicing any appliance not provided or adopted by us and providing evidence of this when requested by the Council's appointed gas servicing engineer at their annual service visit.

6.18 You are responsible for repairing or renewing any alterations or Improvements that you have carried out, including associated items. Unless the work is minor repairs you must ask our consent in writing to carry out any such works. You must not carry out any alterations or Improvements without are written consent

6.19 You are advised to keep a spare key to your Home safe, so that it can be used to gain entry if you lose your keys. Payment in advance is required for a locksmith to attend to grant you access to the property.

6.20 **Major Repairs and Redevelopment**

6.21 We may require possession of your Home if we need to carry out major work or if we need to redevelop the site. In such circumstances we have a legal right to possession. However, if we are required to decant you either on a permanent or temporary basis, we will offer you suitable alternative accommodation. In addition you may receive some form of compensation or assistance with removal costs, depending on your circumstances, in accordance with published policy.

6.22 If we have to decant you due to neglect or wilful damage to your property caused by you, we will not provide any compensation or financial assistance to move. You will be recharged for the cost of having any work carried out to repair your Property.



6.23 **Gas Safety**

- 6.24 As your landlord we are under a duty to check any gas fitting and the flues serving it in the Property at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning. We will always give you reasonable notice in writing of any inspection. You must provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide access.
- 6.25 You must ensure that you have sufficient credit on gas and electric meters to enable the engineer to carry out your annual service.
- 6.26 We employ qualified gas engineers to carry out servicing to all appliances that we are responsible for, however, they will at the same time carry out a visual inspection of any non- Council mains gas appliances. Any non-Council appliances failing the safety check will be isolated or decommissioned. It will be your responsibility to repair or replace any appliances failing the safety check.
- 6.27 All tenant owned mains/Liquid Petroleum Gas (LPG) appliances must be serviced annually at your own expense. You must supply evidence of this when requested by the Council's servicing engineer.
- 6.28 You must obtain written consent from us if you would like to install any gas appliances at your Home, for example gas fires, Liquid Petroleum Gas (LPG). Any installations must be completed by a qualified gas engineer.
- 6.29 You must not use as bedroom accommodation, any room where an open flued gas appliance is installed.

6.30 **Access to your Home**

- 6.31 You must allow us or our employee's access to the Property at all reasonable hours to carry out repairs, Improvements, planned programmes, gas servicing and any safety checks, to inspect its condition and to complete new Tenancy visits and Tenancy Home checks. If we believe there to be a risk of personal injury or a risk of damage to your Home or an adjoining property or in order to comply with our statutory duties, you must allow us or our employee's immediate access to your Home. In these circumstances or if we consider there to be an emergency we will force entry into the Property if necessary.



- 6.32 You will reimburse us for any reasonable expenditure we incur as a result of your failure to allow access on a pre-arranged appointment.
- 6.33 You should ask all callers for official identification before you allow them access to your Home. If in doubt, contact us or the police.
- 6.34 Where we have requested access to your Home and you are unable to be present at the appointment, you are allowed to ask a responsible person to be present to act on your behalf. This person must be eighteen years old and above.
- 6.35 If no one is at your Home when an emergency occurs, we will attempt to contact you or your designated contact by all means available to us, however if this is unsuccessful we reserve the right to force entry to your Home to rectify the issue. We will repair any damage we cause when we enter your property and we will ensure it is secured against unauthorised entry.
- 6.36 We visit our properties periodically in order to carry out inspections, such as Tenancy Home checks. Tenancy Home checks are unannounced visits, however if you do not wish to give us access, we will give you twenty four hours' notice of a further visit.
- 6.37 **Improvements and Alterations**
- 6.38 Secure tenants have the right to apply for written consent to make Improvements. Examples of Improvements include:
- Any structural change or alteration to your property including the removal or replacement of any walls, the building of any parking space, garage, hard standing, patio, driveway, conservatory or similar structure;
 - Any erection of outbuildings, sheds, greenhouses, fencing, the replacement of a kitchen or bathroom suite, as well as any other internal or external alterations;
 - The fitting of an aerial or satellite dish including CB aerials, radio masts to your property or communal area;
 - Any electrical, gas or heating installations or alteration including additional electrical circuitry (for example, showers, cookers or additional sockets);
 - Laying flooring such as laminated or wooden flooring.



- 6.39 Secure tenants must not make any alterations or improvements, without our written consent.
- 6.40 If you are an Introductory tenant you must not make Improvements
- 6.41 Clauses 6.42-6.47 apply to Secure tenants only.
- 6.42 You must submit requests to make Improvement in advance and in writing and you must support this with diagrams, drawings or plans as appropriate.
- 6.43 In respect of any Improvements to your Home, these become part of it and must be left when you vacate unless we agree otherwise.
- 6.44 You are responsible for repairing and maintaining all Improvements that you have had installed at your Home.
- 6.45 Unless you otherwise agree with us, you must ensure that your Home is returned to the Council's end of tenancy standard before you vacate.
- 6.46 You must prior to carrying out any alterations or Improvements check with us to see if there is asbestos at your Home. Where asbestos is identified and will be affected by your Improvements you must arrange for a qualified asbestos removal service to dispose of the asbestos before works are carried out. You must supply us with a certificate from the asbestos removal service prior to commencing work. All costs associated with this will be your responsibility.
- 6.47 Any works for Improvement we give consent for must be carried out in good and workman like manner.
- 6.48 **Solar PV Panel System**
- 6.49 Clauses 6.51 to 6.72 are express terms of your tenancy if Solar PV Panels have been installed at your Home.
- 6.50 General Terms relating to the Solar PV Panel System:
- 6.51 We or the provider will maintain the Solar PV Panel System at your Home.



- 6.52 During the Feed in Tariff (FIT) Period, the Solar PV Panel System belongs to the provider and is not part of your Home.
- 6.53 We or the provider may connect the Solar PV Panel System into and use the existing electrical system within your Home.
- 6.54 The provider is exclusively entitled to the benefit of the FIT.
- 6.55 Any electricity generated by the Solar PV Panel System may be used by you and we will not charge you for that electricity.
- 6.56 Any electricity that you do not use will be exported to the national grid for the sole benefit of the provider.
- 6.57 The part of the Solar PV Panel System known as the inverter may use a small amount of electricity from the electricity supply in your property and you will not charge us or the provider for that electricity.
- 6.58 We or the provider may at any time alter the Solar PV Panel System or remove it from your Home either permanently or for a period of time.
- 6.59 Our obligation in this tenancy agreement to repair service installations for the supply of electricity does not include an obligation to maintain or repair the Solar PV Panel System.
- 6.60 In the event of the Solar PV Panel System or any part thereof failing and being uneconomic to repair or replace, the Solar PV Panel System can be left in situ until such time as it is economic to repair or replace or the Solar PV Panel System is removed.
- 6.61 The amount of free electricity that the Solar PV Panel System may generate and which may be used by you may vary. Neither we nor the provider are liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:



- Us or the provider carrying out repairs, works or alterations to the Solar PV Panel System or removing it from your Home;
- Us carrying out repairs, works or alterations to your Home;
- The weather, season or other factors beyond our control or the control of the provider;
- The age of the Solar PV Panel System (Solar PV Panels may become less efficient with age);
- The Solar PV Panel System or any part thereof failing and being uneconomic to repair or replace; or
- Any other reason.

6.62 In the event that you apply to exercise the right to buy of your property and you wish to continue to receive the electricity generated by the Solar PV Panel System, you should let us know so that we can advise the provider. If your Property is a house, the Provider may offer to enter into a contract (lease) with you, under which you allow the Solar PV Panel System to remain at your property and in return you will still get free electricity from the Solar PV Panel System. If your property is a flat, the arrangements described in this tenancy agreement will continue if you wish them to do so.

6.63 Our Obligations relating to the Solar PV Panel System.

6.64 We will inform you if the Solar PV Panel System is going to be removed by us or by the provider.

6.65 We will take reasonable steps to ensure that, subject to clauses 6.51 to 6.64 above, the provider keeps the Solar PV Panel System in good repair and working order during the FIT period.

6.66 Your Obligations relating to the Solar PV Panel System.

6.67 You will allow us or the provider (including employees, contractors or agents acting on our or the provider's behalf) access at reasonable times. This will be subject to reasonable notice to maintain, repair, replace or undertake other works to or inspect the condition of the Solar PV Panel System and to take meter readings (the inverter is usually installed in your loft space which means that we or the provider may need access to your loft space from time to time).



- 6.68 You will not cause any damage to or interfere with the Solar PV Panel System (including any cables serving the same). You will be responsible for paying us or the provider any costs incurred by us or the provider in respect of any damage caused to the Solar PV Panel System. You are responsible for keeping a small amount of credit on any electric meters to allow the inverter to work correctly.
- 6.69 You will make sure that no trees or vegetation at your Home grow to overshadow the Solar PV Panel System.
- 6.70 You will make sure that nothing is constructed or erected at your Home, which overshadows the Solar PV Panel System.
- 6.71 You will tell us as soon as you are aware of any damage (however the damage is caused) to either the Solar PV Panel System or any part of your Home to which the Solar PV Panel System is attached or in which it is contained.
- 6.72 You agree to use the electricity generated by the Solar PV Panel System for personal domestic use only. You must not store any electricity generated by the Solar PV Panel System in large storage batteries (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and must not sell or attempt to sell any electricity generated by the Solar PV Panel System to anyone.
- 6.73 **Right to Compensation**
- 6.74 At the end of the tenancy, Secure tenants may have a statutory right to claim compensation from us for certain kinds of improvements (specified in the legislation) that they make to the property with our written consent provided they are carried out after 1st April 1994.
- 6.75 **General Recharges**
- 6.76 You must pay for the costs of making good any damage to your Home (including fixtures and fittings) or to other Council property caused by you or anyone instructed by you (including contractors) failing to take reasonable care.



- 6.77 If you make any unauthorised alterations or Improvements you must return your Home to its condition before the alterations or Improvements were made. You are liable for the cost of doing so. If you do not carry out the work within a period of time specified by us we may carry out the work and you will be liable for our costs.
- 6.78 If, we or any other agency, for example the Police, damage your Home, fixtures and fittings, furniture or belongings or the shared areas because we needed to gain access to your property, for example for the issue of a warrant of execution or other legal power of entry, if this was due to something you have done wilfully or illegally, you must arrange for the damage to be repaired. You must do this within a required period of time or you will be recharged for the works to be put right.

7 Other Tenant Rights

7.1 Assignment

- 7.2 If you have a Secure tenancy you must not assign your tenancy except where permitted by law as follows:

- An Assignment By Way of Exchange provided we have granted written consent;
- An assignment in pursuance of a Court Order made under Family Provision; or
- Where your tenancy began on or after the 1st April 2012 an assignment to a Person Qualified to Succeed - Secure Tenancy or
- Where your tenancy began before the 1st April 2012 to a Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy

- 7.3 If you have an introductory tenancy you must not assign or attempt to assign your Tenancy except where permitted by law as follows:

- A Court Order under the Family Provisions; or
- An assignment to a Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy.

- 7.4 Please note assignment means you transfer all your tenants' rights and obligations to the assignee including the right to live in the property. If in doubt you should take independent legal advice prior to assigning to someone.



7.5 Succession for Secure Tenancies and Introductory tenants

- 7.6 Succession is when someone inherits a tenancy after the tenant dies. Only one succession to the tenancy is allowed. If you are a successor no further succession will take place.
- 7.7 Provided you are not a successor, if you have a sole Secure tenancy, which began on or after the 1st April 2012, on your death a person may succeed to the tenancy if they are a Person Qualified To Succeed-Secure Tenancy. No further succession is allowed.
- 7.8 Provided you are not a successor if you have a sole introductory tenancy on your death a person may succeed to the tenancy if they are a Person Qualified To Succeed- Introductory/pre-1st April 2012 Secure Tenancy. No further succession is allowed.
- 7.9 Provided you are not a successor if you have a sole Secure tenancy, which began before the 1st April 2012 on your death a person may succeed to the tenancy if they are a Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy. No further succession is allowed.
- 7.10 If you have a joint tenancy and one of the tenants dies, the tenancy will pass to the other Joint tenant and this will count as the one succession allowed by the Housing Act 1985. No further succession is allowed.
- 7.11 If more than one person has a claim to take over your tenancy and they cannot agree whose claim we should consider we will choose who to give your tenancy to.
- 7.12 A successor is not liable for any rent arrears owed by you (if you are a sole tenant at the time of death). We will recover any arrears or unpaid sums, for example, recharges from your estate. However, if there is a Possession Order in force at the time of your death, your successor will be at risk of losing their property, if they do not comply with the terms of the order.
- 7.13 If a successor has succeeded to your tenancy and there is an outright Possession Order in force, we can apply to the court for a warrant of possession after the date for possession. You or anyone who may succeed to the tenancy are advised to speak with us for further advice and seek independent legal advice.
- 7.14 If there is no right to succession, the surviving person living in the Property will receive guidance relating to their housing options and will need to seek alternative accommodation.



- 7.15 If there is no one qualified to succeed to your tenancy in the event of your death your executors or administrators of the estate can end your tenancy, but must serve a minimum of four weeks' notice to quit on us or surrender the tenancy to give it up (if agreed by us). In order to do this they must also provide us with a death certificate or 'Tell us Once' completed with the registrar and a copy of the will so we know this is legally valid. We cannot end the tenancy without sight of these legal documents. If they don't serve a notice to quit we will serve a notice to quit on them.
- 7.16 If you have not left a will and no administrators have been appointed, we will end your tenancy by serving notice on the Public Trustee.
- 7.17 Where there is no person entitled to succeed your tenancy we reserve the right to charge rent up until the tenancy legally ends and any additional charges, for example, legal costs, rechargeable repairs or costs associated with items left in the property.
- 7.18 **Right to Buy**
- 7.19 Secure tenants have the right to apply to buy their Home, subject to legal conditions. Certain properties, such as housing for older people or adapted properties may be exempt.
- 7.20 You do not have the right to apply to buy your Home if you have an Introductory tenancy. Time spent under an introductory tenancy may be included in the qualifying period for your Right to Buy.

8 Ending Your Tenancy

8.1 Ending the Tenancy

- 8.2 You must give us at least four weeks' written notice to quit expiring on midnight on a Sunday when you wish to end your tenancy. All keys to your property must be returned to our offices by 10.00am at the latest, on the following day after the tenancy ends, or we reserve the right to charge you a further week's Use and Occupation charge. We will charge you full rent throughout the notice period.
- 8.3 If you are joint tenants any one of you can end the tenancy by giving a valid four weeks' written notice to quit.



- 8.4 If you or someone acting on your behalf fails to return all the keys to your Home after the tenancy ends, you agree to pay our reasonable charges for changing any locks, obtaining new keys and for any loss due to extending the void period.
- 8.5 If you vacate before the notice expires you are responsible for paying the rent and any other charges up to the end of the notice period. We are not permitted to take possession of the Property until the tenancy has terminated.
- 8.6 If you do not give the correct notice you will continue to be responsible for the rent and any other charges. If you have not completed the notice correctly we will advise you of this and expect you to complete a new notice with the correct details. You will be charged ongoing weekly rent up to the point where the tenancy is legally terminated and all of your items have been removed from the property/garden and loft space.
- 8.7 Your Home may be advertised on Devon Home Choice before you vacate.
- 8.8 We have a responsibility to carry out safety checks and routine repairs before re-letting a property. Therefore if you are moving from your Home you must let us carry out a pre-vacate inspection, and identify any damages/repairs that must be completed before you vacate.
- 8.9 If you serve a Notice to Quit on us to end your tenancy and then change your mind, the notice cannot be retracted by you. However both you and us can agree to grant you a new tenancy during the notice period but it is at our absolute discretion if we allow this. You are advised to contact a solicitor or an Advice Centre for Independent legal advice. We therefore, advise you to think carefully about serving notice to end your tenancy.
- 8.10 **Transfers**
- 8.11 You have the right to request a transfer to alternative accommodation under certain conditions. We will not normally allow you to transfer to another property owned by us if:
- You are in rent arrears or owe other unpaid sums and you have not kept to a regular arrangement plan;
 - You have caused anti-social behaviour and have been served with a 'Notice of intent to seek possession';
 - You are under a court order giving possession of your Home to us; or
 - Your tenancy has been demoted.



8.12 Moving Out

8.13 When you vacate your Home, you must:

- Give us vacant possession;
- Pay all the rent and other unpaid sums up to the date of the end of your tenancy. If you owe us money for rent and other unpaid sums when you leave your property, you must make arrangements with us to pay the debt;
- Ensure all utility bills such as gas, electric and water have been paid;
- Contact your utility suppliers that you are no longer living at the property and ask to close your account including submitting final meter readings;
- Ensure any household appliances have been disconnected safely and meets legal requirements and includes certification when appropriate;
- Return all gas and electric meter cards (you should do this at the time of returning your keys);
- Provide us with your new address and contact number;
- Make arrangements to re-direct your post;
- Remove all your furniture and personal belongings from the Property unless previously agreed by us. If you leave any items at the Property we reserve the right to dispose of these and recharge you for this service;
- Remove all rubbish from both inside and outside the Property, including the storage areas, lofts and gardens;
- Leave the Property in a clean and tidy condition (if we have to carry out any further cleaning to the Property we reserve the right to recharge these costs to you);
- Remove any greenhouses, garages, sheds, etc., that you have erected in the Garden unless you have agreed with us to leave it at the Property;
- Ensure that any member of your household or visitors vacates the Property at the same time as you;
- Ensure that no pet(s)/animal(s) remain at the Property; and
- Take steps to ensure that the Property is free from vermin or insect infestation, including fleas.

8.14 If you have decorated the Property during your tenancy ensure all walls are painted in neutral colours approved by us before leaving.



- 8.15 You must return all keys for lockable doors and windows of the Property, including Communal door keys/fobs, to our offices by 10.00am at the latest, following the day after the tenancy ends. If you do not return the keys by this date and time you will be recharged the cost of replacing the keys and locks of the property, as well as a further week's Use & Occupation charge.

9 General

9.1 Making Contact

- 9.2 If we need to make contact with you, we reserve the right to use the communication method that we deem to see as being most appropriate to your circumstances. This may be in the form of letter, email, text messaging, telephone or face to face.

- 9.3 You must inform us of any change in your contact information including telephone numbers and email addresses.

9.4 Court Orders

- 9.5 You must tell us the outcome of any legal proceedings which results in a Court Order affecting your tenancy or rights of occupation, for example, Occupation Orders or Property Adjustments Orders.

9.6 Tenancy Fraud

- 9.7 You or members of your household must not commit fraud or attempt to commit fraud in respect of your tenancy. This includes illegal subletting and knowingly making a false statement or withholding information in order to obtain a tenancy. The Prevention of Social Housing Fraud Act 2013 includes provisions that if you have committed tenancy fraud, we can take legal action against you which could result in criminal proceedings and criminal charges to include proceeds of crime act.

9.8 Consultation and information

- 9.9 We will consult with secure tenants about any changes we want to make to their Tenancy agreement. Under sections 102 and 103 of the Housing Act 1985, we may change any of the conditions of this tenancy agreement. The Act sets out a procedure we must follow when making any changes.



9.10 You have the right to be consulted over any major changes in housing management, maintenance and improvement works affecting your Home and your tenancy. We will consider your views, including carrying out any statutory consultation, before putting the changes into effect.

9.11 **Data Protection and Privacy**

9.12 We will process personal information in connection with your tenancy in accordance with the Data Protection Act 2018 and UK GDPR 2020.

9.13 The Data Protection Act sets out how we can use and store your details. The Act also gives you certain rights relating to the information we hold. You have the right to see the information we keep on your tenancy file about you. Your access to this information will be subject to current regulations. Information will be made available within reasonable timescales.

9.14 You agree that we may use any information you have provided to us about you and members of your household for housing management purposes in connection with this tenancy.

9.15 We will follow the terms of the Data Protection Act 2018 and UK GDPR 2020 and will safely manage and protect any information we hold about you. However, where the law allows us and where it is relevant, we may share information we hold about you with other business partners, contractors or statutory agencies. These may include:

- Tracing agencies or debt collection companies where you have permanently left the property owing rent and we are seeking recovery;
- Right to Buy enquiries when we have to provide tenant contact details to the valuers; and
- Repairs contractors where we need to provide tenant contact details.

9.16 **Contract rights for third parties**

9.17 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.



9.18 Customer service and complaints

9.19 Customer service – we aim to provide the highest possible standards of service. If you would like more information about our standards, you can find them in your Tenant Handbook online at www.middevon.gov.uk or phone 01884 255255.

9.20 Complaints procedure – we must deal with any complaints about our service effectively and speedily. As a landlord we operate a complaints procedure in accordance with the requirements of the Housing Ombudsman Service. If you feel that we have not met our obligations under this agreement, we would urge you to use our complaints procedure, details of which can be obtained from our offices or online at www.middevon.gov.uk or phone 01884 255255.

9.21 Changes in the law

9.22 All references in this agreement to sections and schedules of Acts of Parliament are to be regarded as including references to those sections and schedules as amended, varied, replaced or re-enacted from time to time.

9.23 Serving notice

9.24 Any notice that we need to serve on you under the terms of this agreement or as required by law including the Housing Act 1985 will be validly served if it is:

- Handed to you or anyone at your Home;
- Left at your Home;
- Fixed to your front door or another prominent part of your Home;
- Sent by first or second class post to your Home; or
- Left at or sent by first or second class post to your last known address.

9.25 Any notice that you wish to serve on us will need to be either hand-delivered during office hours or sent by post or recorded delivery to: Mid Devon Housing, Phoenix House, Phoenix Lane, Tiverton, Devon EX16 6PP.

9.26 We advise you to request a receipt for proof of hand-delivery. The tenancy will not legally end when you expect it to if we have not received the notice.



10 Signing Your Tenancy Agreement

Tenancy agreement *(Please tick the relevant boxes)*

This Tenancy agreement is between us, **Mid Devon District Council** (the Landlord) and **you** (the tenant/s).

| Tenant number | Tenant full name | Date of birth | National Insurance Number |
|---------------|------------------|---------------|---------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Household members

The people who will live in the Home with you (your household) are named below:-

| Full name | Date of birth | Their relationship to you |
|-----------|---------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

This Tenancy agreement is for the Property at:



| | |
|---|--|
| Property Type (House, flat, bungalow etc.) | |
| Number of bedrooms | |
| Permitted number of persons | |
| Is garden included? | |
| Is garden for sole or shared use? | |

This Tenancy is an:

| | |
|-----------------------------|--|
| Introductory Tenancy | |
| Secure Tenancy | |

Your Tenancy starts on

You will become a secure tenant on XX/XX/XXXX (unless we take action to extend or end your introductory tenancy)

You must pay us the following every week on time

| Charge | Amount | Frequency |
|-------------------|---------------|------------------|
| Rent | | Every week |
| Service charge | | Every week |
| Alarm charge | | Every week |
| Other | | Every week |
| Other | | Every week |
| Total Rent | | Every week |



11 Declaration

This Tenancy agreement is accepted subject to the terms and conditions that I/we have read and understood. I/we understand that I/we may lose my/our Home if I/we fail to comply with the terms and conditions of this Tenancy agreement.

Signed by Tenant(s):

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |

Signature on behalf of Mid Devon District Council the Landlord

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |
| Job Title: | |

Payments you owe from a previous Council Tenancy

You are responsible for the full amount owed from your previous Tenancy at:



| |
|--|
| |
|--|

Full amount owed: £.....

You agree to pay the above amount in instalments of £ .a week, every week with your rent unless agreed by us.

Tenants' signatures:

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |

Signature on behalf of Mid Devon District Council the Landlord

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |
| Job Title: | |

Get Involved:

We are committed to listening to residents and we want to make sure you are involved in our policy and decision-making processes and that we offer a wide range of opportunities for you to



have your say, scrutinise our performance and comment on service improvements. From the selection below, please tick any methods of involvement that you would be interested in joining:

Methods of Involvement:

- ☐ *Scrutiny groups* – Scrutinise our performance, provide feedback and suggest improvements at meetings.
- ☐ *Tenant volunteer roles* – Publications, Estates, Complaints and Zero Carbon roles are available.
- ☐ *Focus groups* - When a topic or common theme is identified, we use focus groups to gather feedback.
- ☐ *Neighbourhood walkabouts* – Would you like to join your Neighbourhood Officer on your local walkabout? These take place twice a year.
- ☐ *Mystery Shopping* – Go undercover and help us assess our service.
- ☐ *Social Media* – Like and follow us on Facebook to keep up to date with housing news.
- ☐ *Let's Talk Mid Devon* – Sign up to our engagement hub to complete surveys, polls and read the latest housing news.

Scan the QR codes below to follow our Facebook or search @middevonhousing. You can also scan the QR code to sign up to Let's Talk Mid Devon and My Mid Devon where you can make rent payments online and access a range of services including bin collection reminders.



Communication Needs:

Please indicate below if you have any additional communication needs:

- ☐ Large Print
- ☐ Translation Service
- ☐ Sign Language
- ☐ Other methods (please state)



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Equality Impact Assessment

Purpose of the Equality Impact Assessment process:

The Equality Act (2010) introduced the [Public Sector Equality Duty](#) (PSED) requiring public bodies to give due regard to the need to:

- Eliminate unlawful discrimination
- Advance equality of opportunity
- Foster good relations

Consideration must be given to the protected characteristics covered by the Equality Act (2010). Assessments should consider relevant evidence relating to persons with protected characteristics in relation to assessments of potential impact.

The purpose of an Equality Impact Assessment (EIA) is to ensure that policies, functions, plans or decisions (hereafter referred to as 'policy/ decision') do not create unnecessary barriers for people protected under the Act. Where negative impacts are identified these should be eliminated or minimised, and opportunities for positive impact should be maximised. An EIA is not required for a decision in relation to an individual.

Screening is a short exercise to determine whether a policy/ decision is relevant to equalities, and if so, whether a full EIA should be conducted.

Section 1: Equality Impact Assessment Screening

| | | |
|--|--|---|
| Title and description of the policy/ decision: | Notice of Variation | |
| Job title of the person(s) undertaking the assessment: | MDH Policy Officer | |
| Council service: | Mid Devon Housing | |
| Date of assessment: | 07.07.2025 | |
| What are the aims, purposes, objectives and proposed outcomes of the policy/ decision? | | |
| To issue a Notice of Variation to all Secure and Introductory tenants, providing 28 days' notice of changes to the tenancy agreement following a review in accordance with Section 103 of the Housing Act 1985. This follows a consultation with all affected tenants. | | |
| Who may be affected by the policy/ decision? | All secure and introductory tenants within Mid Devon Housing | |
| How have stakeholders been involved in the development of the policy/ decision? E.g. a consultation exercise | Consultation under Housing Act 1985 Section 103 Engagement via social media, drop-in sessions, home visits, telephone, email, and post. | |
| Will there be scope for prompt, independent reviews and appeals against decisions arising from the policy/ decision? | Yes | |
| To which part(s) of the Public Sector Equality Duties is the policy/ decision relevant: | | |
| | Yes No Details | |
| 1. Eliminate unlawful discrimination | <input checked="" type="checkbox"/> <input type="checkbox"/> | Measures in place to ensure accessible communication. |
| 2. Advance equality of opportunity | <input checked="" type="checkbox"/> <input type="checkbox"/> | Adjustments provided to mitigate access barriers. |
| 3. Foster good relations between different groups | <input checked="" type="checkbox"/> <input type="checkbox"/> | Inclusive communication strengthens tenant relationships. |

Which of the protected characteristics is the policy/ decision relevant to?

Tick and briefly describe any likely equalities impact (positive, negative, or neutral)

| Characteristic | Positive | Negative | Neutral | Comments |
|--------------------|--------------------------|-------------------------------------|-------------------------------------|--|
| Sex | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |
| Age | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Older tenants may be unsettled by the process; mitigated via face-to-face support and phone communication. |
| Disability | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mitigated by offering large print, verbal explanations, and face-to-face support. |
| Religion or Belief | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |

| Characteristic | Positive | Negative | Neutral | Comments |
|---------------------------------|--------------------------|-------------------------------------|-------------------------------------|--|
| Race | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Any tenants who cannot read or write in English will be mitigated through the use of translation services to provide the review in alternative languages |
| Sexual Orientation | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |
| Gender reassignment | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |
| Pregnancy/ maternity | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |
| Marriage and Civil partnership* | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | No specific impacts |

*Applies only to Employment and the duty to give regard to the elimination of discrimination.

Decision by Corporate Manager to recommend this policy/ decision for an Equality Impact Assessment?

Yes

If the answer is “Yes”, please continue to the Section 2 and complete the Equality Impact Assessment. If the answer is “No”, please give a brief reason here.

| |
|--|
| |
|--|

EIA Screening Complete

Section 2: Equality Impact Assessment

Evidence and Consultation

What existing sources of information have you gathered to help identify how people covered by the protected characteristics may be affected by this policy/ decision? E.g. consultations, national or local data and/or research, complaints or customer feedback. Please identify any gaps in the available information that might make it difficult to form an opinion about the effect of the policy on different groups.

- **Tenant consultation responses.**
- **Internal data on vulnerable tenants**
- **Regulatory guidance and best practice from the housing sector.**
- **Tenant diversity data.**

Please complete this table for all the Protected Characteristics. If you have identified any negative impacts you will need to consider how these can be justified or where possible mitigated either to reduce or remove them. (Please add rows where needed)

| Potential Impacts/ Issues Identified/ Opportunities identified | Mitigation required (action) or Justification | Lead Officer and target completion date | What is the expected outcome from the action? |
|--|--|---|---|
| Sex | | | |
| | | | |
| Age | | | |
| Confusion or stress among older tenants | Offer personal communication: face-to-face visits or phone calls | Tenant Involvement Team | Improved understanding and reassurance |
| Disability | | | |
| Visual, cognitive, or literacy barriers | Use of alternative formats, plain English, home visits | Tenant Involvement Team | Enhanced accessibility |
| Religion or Belief | | | |
| | | | |
| Race | | | |
| Language barriers for non-English speakers | Translation services available | Housing Policy Team | Equitable access to information |
| Sexual Orientation | | | |
| | | | |
| Gender Reassignment | | | |

| | | | |
|---|--|--|--|
| | | | |
| Pregnancy/ maternity | | | |
| | | | |
| Marriage and Civil partnership (Applies only to Employment and the duty to give regard to the elimination of discrimination) | | | |
| | | | |

Please provide details of arrangements to monitor and review the policy/ decision and any mitigating actions or actions to promote equality:

MDH will review this Policy every 5 years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations.

Please state where the EIA will be published (e.g. on the Mid Devon District Council website):

Mid Devon Housing Website

=====

Equality Impact Assessment Sign off

For completion by Corporate Manager

Are you prepared to agree and sign off the EIA?

☒ **Yes** ☐ **No**

If "No", provide details of why and next steps:

Name: Simon Newcombe

Job Title: head of Housing and Health

Date:

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Report for: HOMES POLICY DEVELOPMENT GROUP

| | |
|----------------------|---|
| Date of Meeting: | 9 th September 2025 |
| Subject: | MID DEVON HOUSING RENT ERROR UPDATE |
| Cabinet Member: | Councillor Jane Lock, Cabinet Member for Housing, Assets and Property Services. Councillor John Downes, Cabinet Member for Governance, Finance and Risk |
| Responsible Officer: | Andrew Jarrett, Deputy Chief Executive (S151) and Simon Newcombe, Head of Housing and Health |
| Exempt: | None |
| Wards Affected: | All wards |
| Enclosures: | None |

Section 1 – Summary and Recommendation(s)

This report provides an update on the corrective measures completed and next steps in order to rectify an identified historic rent setting error.

Recommendation(s):

- 1. That Homes PDG notes the report.**

Section 2 – Report

1 Introduction

- 1.1 Members will have noted the Housing Rents report provided to Cabinet in December 2024 setting out the background to the historic tenants' rent error.
- 1.2 The Cabinet report set out that during the first year's audit with our new incumbent auditor, Bishop Fleming, it was identified that one integral part of a historic formula used to calculate tenants' rents had been incorrectly

applied. This has resulted in all tenants' rents being incorrectly set for a number of years.

- 1.3 A number of years ago the Government introduced a national 'formula' for the calculation of social housing rents. This required housing providers, such as the Council, to apply a number of factors to calculate housing rents in its area for different sized properties. Within this formula were valuations for our properties where the Council incorrectly averaged some of our data, resulting in the wrong base rent being set at the time and the historic over or under charge situation has emerged as a legacy of that miscalculated valuation. Since this initial error, the Council has correctly applied further annual increases or decreases in its rent as set by the Government each year, but our rent base required recalculation so all rents are correct in future.
- 1.4 As soon as this isolated error was identified and evaluated we have self-referred ourselves to the Regulator for Social Housing (RSH) and have had discussions with: the RSH; the Department for Work & Pensions (DWP); Bishop Fleming (BF); the Devon Audit Partnership (DAP); the Valuation Office (VOA); and have secured an external legal opinion from a KC.
- 1.5 We have also set up a dedicated officer group in order to manage the recovery process and consider all aspects of how the corrections can be delivered in the most timely and effective manner, whilst considering any additional support our tenants may require during this process.
- 1.6 A further comprehensive update was provided to both the PDG and Scrutiny Committee in March 2025 followed by Cabinet in April 2025.

2 Corrective Actions

- 2.1 The December Cabinet report and subsequent updates set out a series of actions and decisions, which have been updated below to reflect progress since.

Table 1 - Actions taken, completed or ongoing

| Actions | Date/Decisions |
|--|----------------|
| <i>Immediate</i> | |
| 1 - Self-referral to RSH | 17/9/24 |
| 2 - Set up weekly key officer recovery group (1) | 19/9/24 |
| 3 - Contact DWP + other bodies (2) | 14/10/24 |
| 4 - Confirm beacon values with VOA (3) | 1/11/24 |
| 5 - Secure KC legal advice (4) | 14/10/24 |
| 6 – Plan Communication strategy (5) | Ongoing |
| <i>Current and Next Steps</i> | |
| 7 - Model over/under charges at summary level (6) | Completed |
| 8 - Model aggregate potential impact on HRA (7) | Completed |
| 9 - Detailed modelling of individual tenants positions | Completed |

| | |
|---|--|
| 10 - Issue initial letters to tenants – split between over/unders | Completed |
| 11 - Consider staff resourcing requirements | Completed |
| 12 - Any new tenancies charged at corrected rates | Completed |
| 13 - Correct current overcharged tenancies | Completed |
| 14 - Issue refunds where applicable (8) | Completed |
| 15 - Consider extra support to vulnerable tenants | Completed |
| 16 - Design/agree new control process of updated rents | Completed |
| 17 - External review of modelling and new controls (9) | Completed |
| 18 - Provide RSH with additional information as requested | Completed (ongoing progress updates continue to be provided) |
| 19 - Stand up dedicated officer technical working group (1) | Completed |
| 20 - Agree and commence recruitment of additional resources into 18 (1) | Completed |
| 21 - Review potential overcharged tenants compensation in-line with adopted HRA Tenant Compensation Policy | Completed |
| 22 – Detailed engagement with other LAs currently working on similar rent error issues (e.g. Cambridge) | Completed |
| 23 – Refunds issued to current tenants where no benefit implications | Commenced 11/07/25 |
| 24 – Complete Housing Benefits claims analysis and issue refunds to DWP for overpayment of benefit (Subsidy correction) | Commenced 04/08/25 |
| 25 – Commence detailed review of former rent arrears evictions (possession cases) where rent overpayment | Commenced 14/08/25 |
| <i>Decisions</i> | |
| 18 - Agree on quantum/period of correction (4) | Cabinet 10/12/24 |
| 19 - Leave undercharged tenancies unchanged (10) | Cabinet 10/12/24 |
| 20 - Approach to the review and mitigation of any former tenant evictions where accounts have been historically overcharged | Cabinet 01/04/25 |

Notes:

1 – group made up of officers from; housing, finance, legal, benefits, customer first, communications and regular updates provided to relevant Cabinet members. This initial group has now morphed into a dedicated, technical officer working group with a project tracker. Oversight is provided by LT and CMT (Andrew Jarrett, Dean Emery and Simon Newcombe). Additional resources have been agreed to support the ongoing work and this approach has been discussed with the RSH who in turn support this approach

2 – as referred to in para. 1.3 and other Councils and Housing Associations

3 – reaffirm all of our “beacon” housing values back to source data with the VOA

4 – to follow legal advice from KC to apply the statutory limitation of going back 6 years based on the aggregate financial quantum estimated.

5 – to include press releases, FAQs on the website and all other communications with our tenants and organisations that assist them (e.g. Churches House Action Trust (CHAT), CAB, Involve, Moneywise, etc).

- 6 – initial modelling at a gross exposure level (i.e. excluding Universal Credit, Housing Benefit, Council Tax Reduction, previous write offs, arrears, changes in tenancies, etc. Total value required for planning next steps
- 7 – assessment required to establish total financial quantum and how it could be financed and what impact it may have on future viability of the HRA.
- 8 – refunds are likely to be processed in tranches, focusing on current tenants. This will be fully communicated to our tenants.
- 9 – procuring external support from the Housing Quality Network (HQN) to review our correction strategy and any new processes/controls once finalised
- 10 – this position will only change upon a change in tenancy

RSH Regulatory Judgement April 2025 and follow-up engagement June 2025

- 2.2 The RSH issued its formal Regulatory Judgement in April 2025 following our responsive engagement and self-referral. Due to our accepted error in calculating the historic formula rent, the Council anticipated the formal Judgment which set out our significant failure to deliver the required outcomes of the Rent Standard.
- 2.3 Nonetheless, the Judgement emphasises that the Council has been transparent in its current approach and engaged constructively to address the issues that led to this situation. RSH have been furthermore supportive of the effective and efficient actions we have taken to date whereby all current tenancies are now set at the correct formula rent and we have made significant progress in commencing the process of refunding current tenants, reviewing historic evictions and addressing housing benefit overpayments, more detail on which is provided below.
- 2.3 Overall, no wider sanction was issued by the RSH in respect of this matter and the Judgement can be seen in full at:
[Mid Devon District Council \(18UD\) - Regulatory Judgement: 30 April 2025 - GOV.UK](#)
- 2.4 We continue to have proactive engagement with the RSH through regular meetings to provide continued assurance that we are meeting our action plan and delivering appropriate tenant redress. The first of these meetings post-judgement was in June 2025 whereby the Council provided detailed progress updates across a range of themes and actions as prescribed by the regulator:
 - Committee reports
 - Statistics and Management Information
 - Letters to tenants
 - Communications and website FAQs
 - DWP engagement update
 - Action Plan and tracker

This evidence was well received and fully met the ongoing engagement requirements of the RSH. The next meeting with them is scheduled in September 2025.

Key progress and activity since June 2025

- 2.5 Progress continues to be made at pace with dedicated resources in place in order to fully resolve the impact of this historic issue. Expanding upon the headline actions set out in Table 1 above, this progress includes:

Communications and support

- Ongoing letter communications with tenants
- Regular FAQ website updates
- Media releases and all member internal communications
- Prompt responses to individual queries and requests
- Continued signposting to support services (vulnerable persons) and working with individual designated advocates where relevant

Refunds to tenants (not in receipt of benefits)

- Commencement in July whereby 110 refunds have been calculated and information sent to tenants.
- As of mid-August, 76 tenants had completed and returned the required form with £119,362.35 in refund payments being made. These include a level of compensation in accordance with adopted policy and the Cabinet decision in April.
- All tenants in this group have received the following:
 - Explanatory letter with contact details for any queries
 - Full statement with a breakdown of gross and net refund (where there are historic or current rent arrears) and compensation
 - Acceptance form for return with signed confirmation they have not claimed relevant housing benefit or universal credit during the six-year period, confirmation of bank details and payments into specified account where there are joint tenants
 - Pre-paid envelope for return or option to hand deliver to Phoenix House
- Payments are made weekly where there are new payments to make. Where we become aware of a specific financial hardship in the household where the refund will be of benefit, emergency/same day payments are being made if the acceptance form and details have been completed.
- The housing team have undertaken several follow-up calls to those tenants who have not responded to date. Where we do have engagement then

common reasons for not responding include lost forms, forgotten to return or not reviewed the information provided.

Housing benefit overpayment refunds

- Two-thirds of historic Housing Benefit claims have been reprocessed against overpayments due to the incorrect rent (so called Subsidy claims). As a result 4 out of the 6 years have been completed leaving the oldest 2 years still in progress where it is anticipated these will be completed by the end of August.
- The vast majority of the housing benefit claimants did not have to make a personal contribution to their rent. Consequently, the main repayment is to the DWP who subsidise and refund local authorities for their housing benefit payments. However, for a small minority (less than 10%) whose incomes were above thresholds then a refund will also be due to them direct.
- To date, this equates to an in-year repayment to DWP of £354,610.84 across 1,931 individual claims and relevant to approximately 480 tenants in each year. In addition to this, for the 4 years calculated to date there will be a further £38,504 in potential gross repayments to tenants.
- All DWP and tenant repayments will be made shortly once the final 2 years have been calculated.

Review of historic evictions

- We have commenced work on the detailed review of historic evictions (possession cases) which involved an element of rent arrears. Of the initial 70 cases, these have been reduced to around half once cases involving historic rent underpayment had been removed.
- The housing team are currently reviewing these directly against the criteria and mitigating factors set out in the March report and subsequently approved by Cabinet.
- We anticipate completing the in-depth review of these cases by mid-September and to date, no cases have been identified where the rent error and potential overpayment amount is a relevant, material factor.

DWP update

- 2.10 Under the DWP's own rules they remain unable to share information on current and historic tenancies where Universal Credit (UC) claims have been made. As such, the Council have no certainty who had been a potential claimant at any point in their tenancy - thus we cannot apportion what is a tenant refund and

potentially DWP monies. There will need to be a legal change made by DWP to allow relevant information to be shared.

- 2.11 Furthermore, the DWP are not yet able to confirm how they will calculate any overpayment and agree a process for any UC repayments.
- 2.12 This is a national issue and the DWP have confirmed that matters around information sharing and incorrect rents continue to be raised at 'Treasury' level due to the complexity of the problem and circa 20 Councils are flagging similar rent issues with them. Local DWP officers have been very supportive and we have held a meeting with senior DWP officers at a national level to discuss the issue and press for an expedient national solution.
- 2.13 To date, no further information has been forthcoming and we continue to await details as to how this matter will be resolved. It is impacting around 600 current tenants where we are unable to resolve their cases as a result. However, in common with housing benefit, the majority of UC claimants had rent covered in full by this benefit whereby any refund will be due to the DWP only. There will be a small proportion who have made a direct contribution to rent and therefore will be due an element of the refund.
- 2.14 Unfortunately, we are still unable to provide a reliable timeline for refunds against these cases until the DWP have advised further.

Former tenants

- 2.15 Under our action plan and in accordance with priorities set out with the RSH, we have prioritised correction of the historic error so rents are correct going forward and completing the process of refunding current tenants. Nonetheless, we will be addressing former tenant refunds whether these are non-benefit or benefit paid rents in due course.
- 2.16 In lieu of an outcome from the DWP on UC matters, attention will focus on processing former tenancy cases in September, subject to change if relevant DWP information is forthcoming. Work has already commenced which identifies around 600 cases in total to process across the six-year historic repayment period.
- 2.17 Due to the very nature of these closed tenancies and our historic records, the processing of these cases will be a more manual and time-consuming process with likely challenges around information gaps, verification of data and up to date/any contact information on former tenants or their executors.

3 Further considerations

- 3.1 This is still very much a "live" situation on the basis we are still in the process of securing external advice from third parties, notably the DWP. Therefore there are still further items that will then need to be considered. In order to provide current reassurance some of these items are identified below and indicate a direction of travel of what officers are either; planning to do, need to consider further, or may need to procure further advice on.

- Continue to have diarised regular ongoing meetings with the RSH and meetings with the DWP once further guidance is received
- Activity has been focussed on current tenants first – we are now moving onto former tenants as set out above
- The refunds will continue to be dispatched in tranches as also set out above
- Continue to identify vulnerable tenants and bespoke ongoing communications and support accordingly
- Procure further external specialist legal advice if required
- Continue to discuss live solutions with other Councils and Housing Associations who have encountered similar issues
- Continue to confirm policy compliance with the regulator to ensure actions taken are appropriate.

- 3.2 In addition to the above considerations, as reported previously, we will need to continually ensure that decisions recommended at an aggregate financial quantum are compared against HRA cash balances and available reserves to demonstrate long term financial viability has been considered. This will also need to reflect on how the totality of refunds may impact on operational delivery and statutory requirements (e.g. Health & Safety, current and new legislative requirements including the new consumer standards regulatory regime, decarbonisation works, 30 year maintenance and modernisation plans, etc.).
- 3.3 This financial modelling, at the outset and as it is further refined, based on decisions from third parties and actual repayments, will need to be kept to evidence/demonstrate our thinking and hence decision making. We need to share this information with other parties, for instance the RSH where they have already made a number of additional information requests in confidence which we have complied with in order to support their decision making and understanding of this evolving situation. Ultimately, this informed the final regulatory judgement on the matter and continues to be relevant to our ongoing engagement and assurance process with them.
- 3.4 Initial and further, very top level financial modelling indicates that the overall HRA refund exposure, based on a number of criteria and variables set the aggregate quantum of this correction remains at around £1.8m. Based on this modelling, well over 50% of this sum is likely to be rents covered by some form of benefit – so will effectively be a Council/DWP transfer once the numbers are finalised and DWP guidance on treatment of UC is received. This is just within the boundary of the current HRA reserve balance, but we would clearly need to agree a strategic recovery programme, within future budgets, in order to replenish this reserve over the coming years in order to provide assurance on meeting developmental ambitions alongside existing liabilities.

- 3.5 During the ongoing refund process we will need to proactively communicate with our tenants and the DWP to ensure this process doesn't have any associated impacts/consequences with current or future benefit calculations/entitlements.
- 3.6 Given the ongoing delay receiving further guidance from DWP nationally, we may be required to communicate further with all (relevant) overcharged tenants who we know are or have been in receipt of UC advising them of the continued unavoidable delay in being able to process payments.

4 Conclusion

- 4.1 We have received the relevant Regulatory Judgement from the RSH. As anticipated, whilst our historic error resulted in a significant non-compliance with Rent Standard it is clear that our efforts to address this have been recognised as effective, transparent and positive.
- 4.2 Progress has been significant with repayments firmly under way underpinned by an evolving action plan that is adequately resourced to enable continued delivery. Notwithstanding a continued lack of national guidance from the DWP on UC matters, there are clear next steps identified to continue our appropriate redress of both current and former tenants.
- 4.3 During this corrective work stream we will of course continue to keep our tenants regularly updated and the support groups that they regularly reach out to for support. In addition we will continue to have structured progress meetings with all third party organisations involved.

Financial Implications

The activity of MDH is funded through the Housing Revenue Account (HRA). The HRA is ring fenced and subject to specific financial controls.

Significant financial modelling has been undertaken in order to reach some of the key decisions being put forward in the Cabinet report in December 2024 and April 2025. We have also reflected on current balances and reserves held by the HRA and other legislative requirements that have to be delivered when evaluating how to correct this historic rent setting error. This modelling continues to be refined and further work is largely now dependant on further guidance and advice from the DWP as set out within the report.

While analysis we have completed confirms that the majority of those affected have been historically undercharged, the position previously agreed is unchanged and there is no intention or ability to recover lost funds.

Therefore, it continues to be the case that the totality of the impact is experienced as a cost to the HRA rather than a rebalancing.

Legal Implications

External KC advice has been secured which has been used to underpin the recommendations made in the December Cabinet report and continues to be applicable.

Risk Assessment

As set out above, the precise quantum of this exposure can only be estimated at this current time. Allowing the HRA balance to drop below its minimum agreed balance for a period of time clearly reduces its ability to withstand any unknown economic/legislative/climatic shocks. Securing and following external legal advice should reduce some of the HRA's risk exposure.

Impact on Climate Change

Depending on the final quantum of this aggregate refund some decarbonisation works may have to be reprioritised. This requirement has not been identified to date but cannot be ruled out. If this was to be the case further reports and decisions would be required.

Equalities Impact Assessment

There are no specific Equality and Diversity implications. However, due to the vulnerability of some of our tenants we will provide additional support to ensure effective engagement with residents and their families.

Relationship to Corporate Plan

Depending on how this issue is rectified it may impact the Council's plans to ensure it delivers new affordable and social homes annually, improving and maintaining the existing stock to the highest standards.

Section 3 – Statutory Officer sign-off/mandatory checks

Statutory Officer: Andrew Jarrett

Agreed by or on behalf of the Section 151 Officer

Date: 27.8.25

Statutory Officer: Maria de Leburne

Agreed on behalf of the Monitoring Officer

Date: 27.8.25

Chief Officer: Andrew Jarrett

Agreed by or on behalf of the Chief Executive/Corporate Director

Date: 27.8.25

Performance and risk: Steve Carr

Agreed on behalf of the Corporate Performance & Improvement Manager

Date: 20/08/2025

Cabinet member notified: Yes

Section 4 - Contact Details and Background Papers

Contact: Andrew Jarrett, Deputy Chief Executive (S151) / Simon Newcombe, Head of Housing and Health

Email: ajarrett@middevon.gov.uk / snewcombe@middevon.gov.uk

Telephone: 01884 255255

Background papers:

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Report for: HOMES POLICY DEVELOPMENT GROUP

| | |
|----------------------|--|
| Date of Meeting: | 9 September 2025 |
| Subject: | MID DEVON HOUSING (MDH) SERVICE DELIVERY REPORT FOR Q1 2025-26 |
| Cabinet Member: | Councillor Jane Lock, Cabinet Member for Housing, Assets and Property |
| Responsible Officer: | Simon Newcombe, Head of Housing and Health |
| Exempt: | None |
| Wards Affected: | All wards |
| Enclosures: | <p>Annex A: Tenant Satisfaction Measures (TSMs) – performance data for Q1 2025-26</p> <p>Annex B: Tenancy Enforcement Activities – performance data for Q1 2025-26</p> <p>Annex C: Rent Recovery – performance data for Q1 2025-26</p> <p>Annex D: Building Repairs and Maintenance – performance data for Q1 2025-26</p> <p>Annex E: Complaints data for Q1 2025-26</p> |

Section 1 – Summary and Recommendation(s)

This report has been presented in support of an ongoing commitment to provide a quarterly update to Members on activity undertaken by Mid Devon Housing (MDH), including some relating to enforcement.

It also contains performance information as measured in line with the guidance relating to the Tenant Satisfaction Measures (TSMs). The Regulator of Social Housing (RSH) requires registered providers of social housing (RPs) to provide a report on a set of TSMs which includes perception and performance data.

The aim of this report is to provide an update on relevant data, some of which is required as part of the TSM submission, where available, in order to provide assurance and set out a broad scorecard of performance across the service.

New to the report is Annex E which provides quarterly updates on complaints data. This will not replace the comprehensive annual report provided to the PDG (for example the 2024/25 report considered at the PDG in June 2025), however it will give the PDG more up to date and ongoing information on complaints performance and trends throughout the year.

Recommendation(s):

That the PDG notes the outturn performance for Quarter 1 2025-26.

Section 2 – Report

1 Introduction

- 1.1. MDH has approximately 3,000 homes in its management located across the District.
- 1.2. This report provides a summary of activity and performance for Q1 ending 30 June.
- 1.3. In accordance with this, data for Quarter 1 is provided on the following Annexes:
 - Annex A: Tenant Satisfaction Measures (TSMs)
 - Annex B: Tenancy Enforcement Activities
 - Annex C: Rent recovery
 - Annex D: Building Repairs & Maintenance
 - Annex E: Complaints

2 Assurance requirements and reporting

- 2.1 RPs are required by the RSH to provide effective assurance to Members and this should include relevant, updated performance data relating to service delivery.
- 2.2 The RSH takes a co-regulatory approach which means that Members are responsible for ensuring that MDH is meeting their standards. There are currently four consumer standards which were recently implemented following the implementation of the Social Housing (Regulation) Act 2023. Currently, RPs such as MDH are expected to have due regard to the required outcomes and specific expectations as set out in these standards, which are:
 - The Safety and Quality Standard
 - The Tenancy Standard
 - The Transparency, Influence and Accountability Standard
 - The Neighbourhood & Community Standard

- 2.3 The Rent Standard, an economic standard, also applies and MDH is required to have regard to this.
- 2.4 Members also have responsibility to ensure that MDH is being open and accountable with regard to how the organisation meets its objectives. In line with the principles of co-regulation, RPs are required to support tenants so that they can shape and scrutinise service delivery and hold Members accountable.
- 2.5 The mandated TSMs are split into perception indicators, informed by tenant surveys as set out in paragraph 2.6, and management data. As the management data is recorded locally, the initial quarterly results are presented in Annex A. The aim is to that Members can be assured that data is being collected whilst noting these are ultimately annual returns and only the outturn figure for the whole year is relevant.
- 2.6 Perception data, in line with regulatory requirements, is currently collected through independent surveys which we have chosen to complete quarterly then aggregate and verify against the RSH reporting requirements at year end. This provides data that is more representative than that collected from a single snapshot survey. The aggregated results for these survey based TSMs will therefore not be available until after the final survey in Q4.
- 2.7 During these surveys, individual tenants are given an opportunity to provide limited feedback in response to some questions and were able to do this anonymously, if they wanted. Many tenants chose to give their name and address and enabling the housing team to follow-up.
- 2.8 This work was procured by a partnership involving MDH and two other local authority providers with retained housing stock. As a result, there will be opportunities for local benchmarking alongside national benchmarking once all RSH has collected all relevant data and it has been published, provided that all partners wish to participate in this.
- 2.9 The overall, final TSM outcomes and return to the RSH is due to be reported by 30 June 2026.
- 2.10 The work of different MDH teams is shown in the annexes. Information is provided on key areas of work. It is important for Members to be assured that the homes in management are safe and secure and to understand how teams are performing in relation to certain indicators relating to tenancy and estate management. There are legislative and regulatory requirements which RPs must adhere to. However, it is also important that service delivery also takes account of MDH's own policies and good practice.

2.11 This service delivery report sets out the following specific data:

- 12 performance data TSMs
- 10 perception survey data TSMs (annual survey data)
- Tenancy enforcement data
- Rent collection and debt data
- Full repairs data including Decent Homes
- Voids data (metrics determined by updated Voids Management Policy)
- Complaints data (metrics determined by the Housing Ombudsman Complaints Handling)

2.12 The TSMs include three measures designed to demonstrate how RPs are performing with regard to service delivery in connection with complaints. If a tenant remains dissatisfied following the conclusion of their complaint, they can escalate that complaint to the Housing Ombudsman Service (HOS). In the regulatory framework the role of the HOS has been expanded. Every year, RPs must undertake a review of compliance against the Complaints Handling Code, issued by the HOS which forms the basis of our annual report. As noted in the introduction, the full annual report will continue to be provided but additional quarterly updates on complaints have been added to this report to enable Members to track performance throughout the year.

2.13 In addition, it should be noted that there is a Memorandum of Understanding between the HOS and the RSH which allows the transfer of information with the aim of ensuring that any regulatory failings associated with service delivery as performed by RPs are identified and dealt with in the most appropriate way.

3 Performance and Context

3.1 Annexes A to E contain comments and informative narrative on performance provided against specific metrics and there is further context provided below.

3.2 The results of the 2024-25 TSM results are published on the website. The results increased for each TSM question compared to 2023-24. The smallest increase was +3.4% for how the tenant feels their landlord listens and acts. The biggest increase was for how satisfied tenants are with their communal areas, increasing by +15.7%. These results will be followed by the 2025-26 results next year.

3.7 MDH team leaders meet with senior managers on monthly to discuss performance against a range of indicators across the business. This delivers a greater understanding and insight and ensures that performance is routinely monitored which in turn delivers an understanding of any pressures. This informs the allocation of resources, as appropriate.

4 Building Services

- 4.1 Performance relating to this area of work is dependent upon having a full complement of operatives who have the necessary skills to manage the workload. Unfortunately, there were some challenges with regard to recruitment last year due to prevailing market conditions. This, combined with issues such as long term sickness, can impact on the ability of the team to manage the priorities. For this reason, priority was given to completing the most urgent works to ensure that they were completed on time, as well as to those routine repairs having the most impact upon tenants. Similar issues also affected the administrative team responsible for processing repairs requests.
- 4.2 Recruitment pressures have begun to ease, including some key trade roles. The service is however currently without a disrepair manager with interim cover arrangements in place whilst recruitment is underway.
- 4.3 Taking these resourcing issues into account, managers are satisfied that with the level of performance, especially as targets have been met, although, there is, of course, always room for improvement to ensure that 100% of repairs are completed on time.
- 4.4 Customer satisfaction with planned maintenance remains strong despite some challenging performance issues associated with a very limited number of contractors.

5 Building Services – voids specific

- 5.1 The team which manages this work has been busy this year managing a large number of voids in both the housing revenue account and on behalf of the general fund strategic housing functions. The condition of the properties being returned has, on occasions, been poor, and it is a combination of these factors which has impacted the ability of the team to achieve set targets. Standard and major voids have been prioritised in order to ensure that the supply of available homes is maintained. However, some work, including that relating to decarbonisation, continues to take longer than hoped due to external resourcing issues and therefore the target relating to the turnaround time for these properties was missed.
- 5.2 Notwithstanding the above, the overall occupation is above the target of 97%.

6 Tenancy and Estate Management

- 6.1 The Neighbourhood team works in partnership with other agencies to manage tenancy-related issues and those on the MDH estates, including anti-social behaviour. A new Officer was recruited and commenced work in July 2025, although, the team has still faced periods of staff absence. The team is now at

full capacity in regards to Neighbourhood Officers. Annex 2 shows performance with regard to some of the tools available to the team. Many of these can be used to support the management of reports of nuisance and anti-social behaviour.

- 6.2 In line with good practice, our Officers aim to address reported issues at the earliest opportunity. This may involve a variety of approaches, such as collaborative working with partner agencies, informal mediation by team members or referrals for formal mediation where appropriate. As a result, the data presented may not fully capture the breadth and complexity of the work involved in managing cases of nuisance and anti-social behaviour.
- 6.3 Addressing tenancy fraud remains a key priority, which is reflected through the higher cases logged in 24/25 (6 cases) compared to 23/24 (4 cases). All cases in 24/25 were referred to an external investigator. This type of fraud can take various forms, but fundamentally, when a property is occupied by someone who does not have a legal right to reside there, it reduces the availability of housing for those in genuine need. To safeguard housing resources, Officers take a proactive approach by promptly investigating any concerns raised and making appropriate referrals for further investigation and action where necessary.
- 6.4 Overall, under the updated service structure, the key Tenancy Manager role is vacant, pending current recruitment. This places pressure on day-to-day and longer term decision making, however interim cover arrangements continue to be in place with the Operations Lead and Head of service.

7 Income Collection

- 7.1 The Income Neighbourhood team collection rate is well within the target of <5% attributed to current dwelling tenants. This compares favourably with the 2.22% at the end of Q1 in 24/25 and continues to be encouraging given the historic rent error judgement and pressure to support is resolution. This is in parallel with managing a cohort of tenants challenging MDH on their rent and rent payment position, especially those tenants we have overcharged. The team continues to engage with tenants and supports those that may be experiencing financial difficulties.
- 7.2 In managing rent arrears, the team adopts a supportive and empathetic approach, working proactively with tenants to address any financial difficulties they may be facing. Tenants are encouraged to engage with the service, and where appropriate, are offered referrals to debt counselling and money advice services. The overarching goal is to foster a culture where all tenants are supported in maintaining their rent payments. To help achieve this, the team provides realistic and manageable repayment plans tailored to their individual circumstances.

- 7.3 Just a single rent eviction was taken forward in Q1 which was not materially impacted by any historic rent overpayment and where there were also other factors involved with that case.

8 Complaints

- 8.1 The first Q1 reporting shows that all complaints at both Stage 1 and Stage 2 were handled within target. The percentage of complaints upheld during the quarter was below average, which for 2024-25 was 49.5% and 58.1% for Stage 1 and 2 respectively, compared to 35.7% and 33.3% for this quarter.

8 Recommendation

- 8.1 The following recommendation is made:

That the PDG notes the outturn performance for Quarter 1 2025-26.

Financial Implications

The activity of MDH is funded through the Housing Revenue Account (HRA). The HRA is ring fenced and subject to specific financial controls. The Housing Ombudsman Service (HOS) charges a mandatory membership fee based on the number of homes in the management of the registered provider (RP) of social housing.

Legal Implications

The tenancy agreement defines MDH's relationship with tenants and sets out the rights and responsibilities of both parties. This takes account of legal and regulatory requirements. The Council is an RP and therefore is required to comply with the regulatory framework operated by the RSH. The regulatory framework has been reviewed. The Transparency, Influence and Accountability Standard contains provisions relating to the management of complaints. There is also a requirement for MDH to manage complaints in accordance with the Complaints Handling Code (the Code) which is issued by the HOS. Landlords are expected to self-assess against the Code. Landlords are required to use the learning from complaints to drive service improvement. Following publication of the Social Housing White Paper in late 2020, the Social Housing Regulation Act 2023, has now been implemented and gone into statute.

Risk Assessment

The Council has approximately 3,000 homes in management and the performance of MDH impacts upon the lives of many thousands of tenants and their families. This represents a huge responsibility and investment, consequently a major area of risk. Not providing an effective housing management service has the potential to result in failure to meet legal and statutory obligations including those relating to health and safety issues, repairs obligations, tenancy fraud, and reputational issues which could result in our tenants feeling stigmatised. Failure to collect rental income could impact the ability to fund necessary management and maintenance activities.

Finally, a failure to provide adequate information on service performance for the purposes of governance and scrutiny is a specific area of non-compliance with the requirements of the RSH. This regulator has new powers to impose performance improvements and potentially fine registered providers where performance is poor and/or adequate assurance is not provided.

Impact on Climate Change

None directly arising from this report.

Equalities Impact Assessment

MDH has a collection of housing related policies. The use of these helps to ensure that service delivery is consistent and fair. These are currently being reviewed with the aim of aligning them more closely with the Regulatory Standards. There is a regulatory requirement for registered providers of social housing to tailor their services to meet the needs of tenants. MDH requests diversity data from tenants to enable compliance to be monitored. MDH is required to work with people from all sections of society and having an agreed policy ensures that all tenants and other stakeholders are treated in the same way with adjustments being made to meet their needs, as necessary. The Housing Ombudsman Service Complaints Handling Code which MDH adhere to also requires landlords to have an awareness of accessibility so residents are easily be able to access the complaints procedure via several routes.

Our “Getting to Know You” project has been designed to refresh our knowledge relating to the diversity of our tenants and over the next two years, we will be surveying them in an effort to better understand their needs.

Relationship to Corporate Plan

Homes are a priority for the Council and this includes increasing the supply of affordable homes in the District and also supporting and growing active tenant engagement

Section 3 – Statutory Officer sign-off/mandatory checks

Statutory Officer: Andrew Jarrett

Agreed by or on behalf of the Section 151 Officer

Date: 1.9.25

Statutory Officer: Maria de Leburne

Agreed on behalf of the Monitoring Officer

Date: 1.9.25

Chief Officer: Andrew Jarrett

Agreed by or on behalf of the Chief Executive/Corporate Director

Date: 1.9.25

Performance and risk: Stephen Carr

Agreed on behalf of the Corporate Performance & Improvement Manager

Date: 22/08/2025

Cabinet member notified: Yes

Section 4 - Contact Details and Background Papers

Contact: Simon Newcombe, Head of Housing and Health, Regulation and Housing

Email: snewcombe@middevon.gov.uk

Telephone: 01884 255255

Background papers:

Mid Devon Housing Strategies and Policies:

[Procedures, Policies and Strategies - MIDDEVON.GOV.UK](#)

The Regulatory Framework for Social Housing:

[Regulatory framework - GOV.UK \(www.gov.uk\)](#)

Tenant Satisfaction Measures:

[Tenant Satisfaction Measures Standard - GOV.UK \(www.gov.uk\)](#)

Housing Ombudsman Complaints Handling Code:

[Complaint Handling Code | Housing Ombudsman Service \(housing-ombudsman.org.uk\)](#)

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Annex A: Tenant Satisfaction Measures (TSMs) – performance data for 2025-26: Quarter 1

| Overall Satisfaction | | | | | | |
|----------------------------|-----|-----|-----|-----|-----|------------------|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| TP01: Overall satisfaction | N/A | N/A | N/A | N/A | N/A | Annual Indicator |

| Keeping Properties in Good Repair | | | | | | |
|--|-------|-----|-----|-----|-------|---|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| TP02: Satisfaction with repairs | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| TP03: Satisfaction with time taken to complete most recent repair | N/A | N/A | NA | N/A | N/A | Annual Indicator |
| TP04: Satisfaction that the home is well maintained | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| RP01: Proportion of Homes that do not meet the Decent Homes Standard | 0.68% | | | | 0.68% | There are 17 properties that are outstanding, all of which are on a future list of works. |
| RP02: Repairs completed within target timescale | 93.8% | | | | 93.8% | Target 95% A number of jobs were unfortunately not completed within the required timescales mainly due to resourcing issues, but |

| | | | | | | |
|--|--|--|--|--|--|---|
| | | | | | | additionally line management changes implemented in April also had a negative effect on a small number of jobs. |
|--|--|--|--|--|--|---|

| Maintaining Building Safety | | | | | | |
|--|--------|-----|-----|-----|--------|--|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| TP05: Satisfaction that the home is safe | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| BS01: Gas safety checks | 99.96% | | | | 99.96% | Target 100% There was one expired property which was as a result of a contractual failing. A default notice will be issued to the contractor. |
| BS02: Fire safety checks | 100% | | | | 100% | Target 100% - On target |
| BS03: Asbestos safety checks | 89.08% | | | | 89.08% | There is a plan in place to reach the goal of 100% by 31 March 2026 |
| BS04: Water safety checks | 100% | | | | 100% | Target 100% - On target |
| BS05: Lift safety checks | 100% | | | | 100% | Target 100% - On target |

| Respectful and Helpful Engagement | | | | | | |
|--|-----|-----|-----|-----|-----|------------------|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| TP06: Satisfaction that the landlord listens to tenant views and acts upon them | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| TP07: Satisfaction that the landlord keeps tenants informed about things that matter to them | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| TP08: Agreement that the landlord treats tenants fairly and with respect | N/A | N/A | N/A | N/A | N/A | Annual Indicator |

| Effective Handling of TSM Complaints | | | | | | |
|--|-----|-----|-----|-----|-----|--|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| TP09: Satisfaction with the landlord's approach to handling complaints | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| CH01: TSM Complaints relative to the size of the landlord | 20 | | | | 20 | The number of complaints received during the first quarter of this year was higher than the previous year, a 33% increase. Ombudsman outreach and internal communications around tenant rights related to complaints may have contributed to this. |

| | | | | | | |
|---|--------|--|--|--|--------|--|
| | | | | | | The new complaints reporting system on the CRM also means it is now easier for tenants to make complaints. |
| CH02: TSM Complaints responded to within Complaint Handling Code timescales | 100.0% | | | | 100.0% | Target 100% - On target |

| Responsible Neighbourhood Management | | | | | | |
|--|------|-----|-----|-----|------|--|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| TP10: Satisfaction that the landlord keeps communal areas clean and well maintained | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| TP11: Satisfaction that the landlord makes a positive contribution to neighbourhoods | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| TP12: Satisfaction with the landlord's approach to handling anti-social behaviour | N/A | N/A | N/A | N/A | N/A | Annual Indicator |
| NM01: Anti-social behaviour cases relative to the size of the landlord | 2.06 | | | | 2.06 | This equates to 6 cases, which is an increase of 2 on the same period last year. |

Annex B: Tenancy Enforcement Activities – performance data for 2025-26: Quarter 1

| Neighbourhood & Community Standard – Housing Revenue Account – Estates Team | | | | | | |
|---|----|----|----|----|-----|--|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| Fraud cases opened | 0 | | | | 0 | The team have been able to issue Community Protection Warnings and Community Protection notices for a reasonable time now and are being proactive in using this tool. This is making a difference to the outcomes we can achieve on our estates. |
| Fraud cases referred to an external investigator | 0 | | | | 0 | |
| Acceptable Behaviour Agreements signed | 0 | | | | 0 | |
| Good Neighbourhood Agreements signed | 0 | | | | 0 | |
| Community Protection Notice warnings issued | 7 | | | | 7 | |
| Community Protection Notices issued | 1 | | | | 1 | |
| Possession Actions commenced on grounds of ASB | 0 | | | | 0 | |
| Closure Orders – obtained | 0 | | | | 0 | |
| Injunctions sought | 0 | | | | 0 | |

| | | | | | | |
|--|---|--|--|--|---|---|
| Evictions on grounds of anti-social behaviour/ other tenancy breach | 1 | | | | 1 | One tenant has finally been evicted after many years of ASB & nuisance. |
|--|---|--|--|--|---|---|

Annex 3: Rent recovery – performance data for 2025-26: Quarter 1

| Income Recovery – Housing Revenue Account – Income Team | | | | | | | |
|---|-------|----|----|----|--------|-------|---|
| | Q1 | Q2 | Q3 | Q4 | Target | YTD | Comments |
| Current dwelling rent arrears at quarter end % | 1.78% | | | | <5% | 1.78% | Rent arrears are below target and in a better position than at the same time last year which is reflection of the hard work carried out by the team. Current cases are managed weekly to ensure early contact to keep arrears to a minimum and support tenants to maintain their rent and avoid escalating actions. |
| Notice of Seeking possession served | 39 | | | | N/A | 39 | Notices are served in order to protect the Council's interests whereby we can apply for possession of a property following 28 days after the notice is served if the tenant fails to make an arrangement or clear arrears in full. |
| Judgement obtained | 4 | | | | N/A | 4 | Judgements are obtained when we have successfully taken a case to court. The most common order is a suspended possession order whereby the tenant is advised to pay current weekly rent plus an agreed amount on top towards the arrears. |
| Warrants issued | 0 | | | | N/A | 0 | Warrants are issued when tenants have not complied with an eviction order or the terms of a suspended possession. The warrant in relation to the eviction noted below was applied for in Qtr 4 of 2024/25 |
| Evictions on grounds of rent arrears | 1 | | | | N/A | 1 | Whilst this eviction was granted on the basis of rent arrears, there were others factors involved in this case which led to this outcome. This can often be the case with rent arrears building as a result of other actions. |

Annex D: Building Repairs and Maintenance – performance data for 2025-26: Quarter 1

| Homes and Neighbourhood & Community Standards – Housing Revenue Account – Building Services | | | | | | |
|---|--------|----|----|----|--------|--|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| Decent Homes Standard % | 99.32% | | | | 99.32% | Target 100% There are 17 properties that do not meet the Decent Homes Standard, all of which are on a future list of works |
| Emergency repairs completed on time % | 99.1% | | | | 99.1% | Target 100% Unfortunately we attended two jobs outside of target within April although they were low risk external repairs where we had to prioritise others that were more urgent, extremely high numbers within April made this a challenging target this QTR |
| Urgent repairs completed on time % | 94.7% | | | | 94.7% | Target 95% A number of no access appointments has meant we have slightly missed the target. |
| Routine repairs completed on time % | 93.7% | | | | 93.7% | Target 95% A number of jobs were unfortunately not completed within the required timescales mainly due to resourcing issues, but additionally line management changes implemented in April also had a negative effect on a small number of jobs. |
| Repairs completed first visit % | 97.1% | | | | % | Target 95% On target |

| | | | | | | |
|------------------------------------|--------|--|--|--|--------|--|
| Gas safety checks % | 99.96% | | | | 99.96% | Target 100% There was just one property which had expired which was as a result of a contractual failing. A default notice will be issued to the contractor |
| Fire risk assessments % | 100% | | | | 100% | Target 100% - On target |
| Water safety checks (Legionella) % | 100% | | | | 100% | Target 100% - On target |

Voids

| Voids performance – Housing Revenue Account – Building Services and Allocations Teams | | | | | | |
|---|--------|----|----|----|-----|---|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| Standard voids including temporary accommodation | 44.24 | | | | | Target 35 working days. Resourcing has unfortunately had an impact on our ability to turn Voids around as quickly as hoped, although this average is an improvement on the last financial years. |
| Major voids | 61.13 | | | | | Target 55 working days Resourcing has unfortunately had an impact on our ability to turn Voids around as quickly as hoped, although this average is an improvement on the last financial years. |
| Decent homes voids | 141.00 | | | | | Target 90 working days |

| | | | | | | |
|------------------------------|--------|--|--|--|--|--|
| | | | | | | As well as the previously mentioned resourcing issues faced, timescales around decarbonisation and Asbestos removal works have increased the average time for this Decent Homes Voids. |
| Development voids | N/A | | | | | Target 1 calendar year |
| Occupancy rate (whole stock) | 97.09% | | | | | Target 97% Above target |

Annex E: MDH Complaint Handling Data – performance data for 2025-26: Quarter 1

| Effective Handling of MDH Complaints | | | | | | |
|---|-------|----|----|----|-----|---|
| | Q1 | Q2 | Q3 | Q4 | YTD | Comments |
| No. of Stage 1 Complaints received | 48 | | | | | No Target Three more complaints received compared to 2024-2025. |
| Percentage of Stage 1 Complaints responded to on time | 100% | | | | | Target 100% |
| Percentage of Stage 1 Complaints Upheld | 35.7% | | | | | No Target Less complaints upheld in Q1 compared to 2024-2025 (15.11% less). The rise in awareness or media focus e.g. on damp and mould can lead to more emotionally charged but not always substantiated complaints. |
| No. of Stage 2 Complaints | 14 | | | | | No Target Stage 2 complaints were higher this quarter compared to 2024-2025 of which 4 Stage 2 complaints were received. Ombudsman outreach and internal communications around tenant rights related to complaints may have contributed to this. The new complaints reporting system on the CRM also means it is now easier for tenants to make complaints. Monthly complaints |

| | | | | | | |
|---|-------|--|--|--|--|---|
| | | | | | | meetings take place, where patterns or themes for the Stage 2 complaints will be discussed. |
| Percentage of Stage 2 Complaints responded to on time | 100% | | | | | Target 100% No change compared to 2024-2025. |
| Percentage of Stage 2 Complaints Upheld | 33.3% | | | | | No Target More Stage 2 complaints upheld in Q1 compared to 2024-2025. Further review of Stage 1 responses may be required to improve early resolution and reduce avoidable escalations, this will be discussed at monthly complaints meetings. |

