

Public Document Pack

Mid Devon District Council

Decent and Affordable Homes Policy Development Group

Tuesday, 26 January 2016 at 2.15 pm
Exe Room, Phoenix House

Next Special Meeting
Thursday, 25 February 2016 at 2.15 pm

Those attending are advised that this meeting will be recorded

Membership

Cllr P J Heal
Cllr Mrs E M Andrews
Cllr Mrs H Bainbridge
Cllr W J Daw
Cllr Mrs G Doe
Cllr R J Dolley
Cllr R Evans
Cllr J D Squire
Cllr L D Taylor

A G E N D A

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 relating to items on the Agenda from members of the public and replies thereto.
- 3 **Minutes** (*Pages 5 - 14*)
To approve as a correct record the minutes of the meeting held on 1 December 2015 (copy attached).
- 4 **Chairman's Announcements**
To receive any announcements that the Chairman may wish to make.
- 5 **HRA Budget 2016/17** (*Pages 15 - 24*)
To receive a report from the Head of Finance and Head of Housing and

Property Services providing an estimate of the budget required for the operation of the Housing Revenue Account (HRA) in 2016/17.

- 6 **Housing Strategy 2015-2020** (Pages 25 - 82)
To receive a report from the Housing Services Manager informing Members about the results of the recent consultation on the draft housing strategy document.
- 7 **Proposed changes to the Tenancy Agreement** (Pages 83 - 128)
To receive a report from the Housing Services Manager seeking agreement to the proposed changes to the draft Tenancy Agreement prior to consultation with Tenants.
- 8 **Car Park Management Policy** (Pages 129 - 138)
To receive a report from the Housing Services Manager reviewing the Car Park Management Policy.
- 9 **Garage Management Policy** (Pages 139 - 148)
To receive a report from the Housing Services Manager reviewing the Garage Management Policy.
- 10 **Recharge Policy** (Pages 149 - 160)
To receive a report from the Housing Services Manager reviewing the Recharge Policy.
- 11 **Update on the Devon Home Choice Working Group recommendations**
To receive a verbal update regarding the recommendations made by the Devon Home Choice Working Group.
- 12 **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:
 - Private Sector Housing Renewal Policy
 - Service Standards Review
 - Succession and Assignment Policy
 - Allocations Policy and Procedures
 - Financial Monitoring
 - Performance and Risk Q3

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

Jill May
Interim Chief Executive
Monday, 18 January 2016

Anyone wishing to film part or all of the proceedings may do so unless the press and public are excluded for that part of the meeting or there is good reason not to do so, as directed by the Chairman. Any filming must be done as unobtrusively as possible from a single fixed position without the use of any additional lighting; focusing only on those actively participating in the meeting and having regard also to the wishes of any member of the public present who may not wish to be filmed. As a matter of courtesy, anyone wishing to film proceedings is asked to advise the Chairman or the Member Services Officer in attendance so that all those present may be made aware that is happening.

Members of the public may also use other forms of social media to report on proceedings at this meeting.

Members of the public are welcome to attend the meeting and listen to discussion. Lift access to the first floor of the building is available from the main ground floor entrance. Toilet facilities, with wheelchair access, are also available. There is time set aside at the beginning of the meeting to allow the public to ask questions.

An induction loop operates to enhance sound for anyone wearing a hearing aid or using a transmitter. If you require any further information, or if you would like a copy of the Agenda in another format (for example in large print) please contact Sarah Lees on:

Tel: 01884 234310

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MID DEVON DISTRICT COUNCIL

MINUTES of a MEETING of the DECENT AND AFFORDABLE HOMES POLICY DEVELOPMENT GROUP held on 1 December 2015 at 2.15 pm

Present

Councillors

P J Heal (Chairman)
Mrs H Bainbridge, W J Daw, Mrs G Doe, J D Squire and
L D Taylor

Apologies

Councillors

R J Dolley and R Evans

Also Present

Councillor

R L Stanley

Present

Officers

Nick Sanderson (Head of Housing and Property Services),
Claire Fry (Housing Services Manager), Andrew Cawdron
(Finance Manager), Michael Parker (Housing Options Manager),
Mark Baglow (Repairs Manager), Angela Barrett (Accountant)
and Sarah Lees (Member Services Officer)

40 APOLOGIES AND SUBSTITUTE MEMBERS

Apologies were received from Councillors R J Dolley and R Evans.

41 PUBLIC QUESTION TIME

There were no members of the public present.

42 MINUTES

The Minutes of the meeting held on 6 October 2015 were confirmed as a true and accurate record and **SIGNED** by the Chairman.

43 CHAIRMAN'S ANNOUNCEMENTS

The Chairman wished everybody present a Happy Christmas.

44 FINANCIAL UPDATE FOR THE SIX MONTHS TO 30 SEPTEMBER 2015 (00:02:04)

The Group had before it, and **NOTED**, a report * from the Head of Finance presenting a financial update in respect of the income and expenditure so far in the year.

Significant variances from the Council's overall budget were highlighted within the report as follows:

- Non Domestic Rates: in a recent high level appeal tribunal case, which considered the business rate valuation of GP surgeries, the District Valuer lost the case. The impact is that nationally GP surgeries after a revaluation of their

business rates, will see their business rates fall and can request a refund of the excess of their business rates paid in earlier years. All Councils with GP surgeries will be affected.

- Two refunds had already been arranged by Mid Devon District Council but it had 46 in the District and the impact of this rerating exercise, in terms of refunds, for Mid Devon over the next two years could be in excess of £500k. The Council had currently estimated an impact this year of £100k.
- Recycling tonnages had increased, however, nationally prices had fallen and despite less going into landfill this area was currently showing an overspend.

The Housing Revenue Account (HRA) was currently showing a surplus of £38k due to some small movements including community alarm income being up.

Discussion took place regarding the new audio visual equipment in the Phoenix Chambers being £20k more than originally budgeted for. The Head of Housing and Property Services explained that further opportunities had been taken to enable the room to be better equipped in the future.

Note: * Report previously circulated; copy attached to the signed minutes.

45 DRAFT BUDGET 2016/17 (00:11:41)

The Group had before it, and **NOTED**, a report * from the Head of Finance considering options for the Council to set a balanced budget for 2016/17 and agree a future strategy for further budget reductions for 2017/18 onwards.

The Officer outlined the contents of the report stating that Service Managers had been tasked with producing savings and substantial savings had been found, however there was still a budget gap of £827k. It had been reported that the Treasury had reached agreement with four government departments, including the Department for Communities and Local Government, for an average of 30% cut in government funding over the next four years. There was no question that the formula grant would be cut and it was now likely that the Revenue Support Grant of £1.7m would disappear entirely by 2019/20.

Consideration was given to the following table:

Reconciliation of Major 2016/17 Budget Variances

Variances	Amount £000
<i>External items outside of our control</i>	
Reduced formula grant settlement	597
Increased pension contributions - auto enrolment	110
NIC rebate removed from contracted out pensions	180
NNDR GP surgery appeals	100
Pay award circa	100
Falling commodity prices for recycling	125
<i>Subtotal</i>	1,212
<i>Other changes</i>	
Deficit on our 2015/16 budget taken from reserves	187

Increase in sinking funds for asset replacement	132
Increased interest payable	78
Decrease in Collection Fund surplus	32
Income from garden waste scheme	(250)
Increased leisure income	(155)
Increased income from investments	(102)
Contributions from town and parish councils	(100)
Increase Council tax income	(95)
Other net savings	(112)
Draft budget gap for 2016/17	827

These figures had been based upon a number of assumptions:

1. Council Tax has been increased by 1.0% as an illustration and increased property growth.
2. Nil transfer from the general Fund Balance.
3. Most of the savings and cost pressures proposed in the budget review meetings had been included.
4. 2016/17 salary budgets include an increase of 1%
5. All earmarked reserves had been reviewed and adjustments made based upon existing need.
6. All income flows had been reviewed and adjusted for changes in demand and unit price.
7. Investment income had been
8. Investment income had been based upon the existing lending criteria now in force.
9. Support services had been inflated in accordance with the pay award.
10. No reductions to grant budgets had been made.
11. Car parking fees were based upon 2015/16 fees and vends.

A revised position would be presented to the Cabinet and Policy Development Groups in January 2016.

Note: * Report previously circulated; copy attached to the signed minutes.

46 MEETING MANAGEMENT

The Chairman indicated that he would take item 8 before item 7 since the Group needed to be made aware of all the relevant financial facts before considering the HRA budget for 2016/17.

47 HOUSING REVENUE ACCOUNT MEDIUM TERM FINANCIAL PLAN (00:20:12)

The Group had before it, and **NOTED**, a report * from the Head of Finance and the Head of Housing and Property Services providing an estimate of the budget required for the operation of the Housing Revenue Account (HRA) from 2016/17 – 2019/20.

The Officer outlined the contents of the report stating that it looked at future income and expenditure and where the Council was likely to be in the next 4-5 years. A significant issue affecting the HRA going forwards would be the reduction of 1% in the Formula Rent each year for the next four years. There was also still 21 years left to pay on the Public Works Liability Loan. The Council had circa 3000 properties all

of which would need repairs and maintenance, therefore money had to be set aside for this. Added to this, inflation may start to rise as well as the cost of running the housing service.

Discussion took place regarding ear marked reserves and the fact that these were set aside for specific projects such as Waddeton and Palmerston Park.

Note: * Report previously circulated; copy attached to the signed minutes.

48 **HOUSING REVENUE ACCOUNT BUDGET 2016/17 (00:32:03)**

The Group had before it a report * from the Head of Finance and the Head of Housing and Property Services providing an estimate of the budget required for the operation of the Housing Revenue Account (HRA) in 2016/17. Most of the specifics were now known and the remaining uncertainty was the ongoing effect that welfare reform would have.

The Officer outlined the contents of the report drawing the Group's attention to the following key issues:

- It was envisaged that Right to Buy property sales would increase.
- The effects of Universal Credit would lead to increased costs in collection. Guidance on the 'Pay to Stay' initiative was still awaited, this would be an additional burden to the Housing Service.
- Increases had been included in relation to the lifeline alarm scheme charge as well as garage ground rents.

RECOMMENDED to the Cabinet that the budget proposals within the report be approved.

(Proposed by Cllr W J Daw and seconded by Councillor Mrs H Bainbridge)

Note: * Report previously circulated; copy attached to the signed minutes.

49 **PERFORMANCE AND RISK REPORT FOR THE SECOND QUARTER OF 2015-16 (00:38:40)**

The Group had before it, and **NOTED**, a report * from the Head of Communities and Governance providing Members with an update on performance against the Corporate Plan and local service targets for 2015/16 as well as providing an update on the key business risks.

The Internal Audit Team Leader presented the report stating that there were 3 performance indicators that were performing below target. The number of affordable homes delivered continued to be less than the target although developments were in the pipe line. Six gas safety certificates had expired. All recommendations made by the Health and Safety Executive with regard to asbestos had been implemented.

Note: * Report previously circulated; copy attached to the signed minutes.

50 **SEVERE WEATHER EMERGENCY PROTOCOL AND EXTENDED WINTER PROVISION PROTOCOL (00:42:05)**

The Group had before it a report * from the Head of Housing and Property Services. As a member of the Devon and Cornwall Housing Options partnership (DCHOP) the Housing service recognised that local areas should try to prevent rough sleeping at any time of year. However, the winter period could present greatest risks to the health of rough sleepers. Therefore a protocol had been agreed with the other local authorities in the county.

The Housing Options Manager outlined the contents of the report stating that the death of a homeless person in Exeter had led to the drawing up of a protocol whereby emergency shelters would be provided for rough sleepers. It was explained that in previous years the Council had used empty corporate buildings to provide emergency shelter. Bed and Breakfast establishments were also used as shelter units. It was further explained that to the Council's knowledge there were 7 homeless people across the district but it was difficult to track them as they tended to roam from area to area.

Discussion took place regarding whether it was possible to provide specific shelters in the Crediton area. It was explained that not every Bed and Breakfast would take every clientele and it may be that some would have to come to Tiverton, however, public transport costs could be paid.

It was confirmed that the Housing Options Manager was the Council's responsible officer who worked with the joint strategic partnership for the area as well as local charities. His team were proactive in trying to engage with rough sleepers in order to try and avoid emergency situations when bad weather was predicted.

RECOMMENDED that the Cabinet recommends to full Council that the new Housing Options Severe Weather Emergency Protocol (SWEP) and Extended Winter Provision Protocol be approved.

(Proposed by Councillor Mrs J Doe and seconded by Councillor Mrs H Bainbridge)

Note: * Report previously circulated; copy attached to the signed minutes.

51 **SUPPLY AND DEMAND POLICY (00:48:53)**

The Group had before it a report * from the Head of Housing and Property Services. On 2nd April 2015, the Supreme Court found against Westminster Council in a case relating to how it had made a decision on where to place a family to which it owed a duty to accommodate under the Housing Act 1996. The *Nzolamesco v City of Westminster* judgement had significant ramifications for local authorities who were now required to develop policies to show how they would procure accommodation both in and outside their local authority boundaries and how they would decide who has priority accommodation in or close to their operational districts.

The Housing Options Manager further outlined the contents of the report stating that the policy had been drafted under the new legislation with the intention of preventing a risk to the Council being challenged in the future.

RECOMMENDED that the Cabinet recommend to full Council that the new Housing Options Supply and Demand Policy be approved.

(Proposed by Councillor Mrs H Bainbridge and seconded by Councillor Mrs J Doe)

Note: * Report previously circulated; copy attached to the signed minutes.

52 **VOID MANAGEMENT POLICY (00:51:25)**

The Group had before it a report * from the Head of Housing and Property Services advising Members of the Void Management Policy. It was explained that the policy had been drafted on the basis of a recent tenant consultation. The results of the consultation had indicated that the provision of a decoration pack and the decoration reward grant could be stopped without any detrimental effect upon the letting process. It was therefore suggested that a 50% reduction be made which would save somewhere in the region of £85k over 4 years.

Discussion took place regarding tenants decorating their properties. When improvements were made to kitchens and bathrooms the Council would as a matter of course ensure that the surrounding decoration was up to an acceptable standard, however, they would not redecorate bedrooms or living rooms, this would be up to the tenants themselves. All properties were expected to be returned to a decent standard of decoration upon vacation of the property.

RECOMMENDED that the Cabinet recommend to full Council that the new Void Management Policy be approved subject to Appendix B showing a 50% reduction in the costs relating to the paint packs and decoration grant.

(Proposed by Councillor W J Daw and seconded by Councillor J D Squire)

Note: (i) * Report previously circulated; copy attached to the signed minutes.

(ii) Councillor Mrs J Doe requested that her abstention from voting be recorded.

53 **ABOLITION OF CASH INCENTIVE SCHEME (01:03:00)**

The Group had before it a report * from the Housing Services Manager seeking permission to end the payment of incentives to encourage tenants to downsize.

She outlined the contents of the report stating that the abolition of the cash incentive scheme for downsizing was recommended on the basis that income into the HRA was likely to reduce in coming months. National housing policy and welfare reform would have a negative impact upon income and all areas of work had to be reviewed to ensure that value for money was being achieved.

The use of flexible tenancies meant that less people were likely to be under-occupying larger homes going forward.

With regard to downsizing, the removal of the spare bedroom subsidy was now a “push” factor which was likely to influence people who were under-occupying. The award of high priority for such people who applied to join the DHC scheme was also an incentive and enabled them to resolve their housing needs.

Discussion took place regarding:

- The Housing Service acting as a signposter to the Local Welfare Assistance Scheme and local charities who provided support to those with little income.
- The legislation relating to flexible tenancies was very prescriptive with the intention that people whose tenancy was not going to be renewed at the end of the fixed period would have adequate notice to enable them to find alternative accommodation. In accordance with the Council's own procedures, Officers will start investigations with tenants at least a year before the end of a tenancy.
- There was only a limited amount of stock and people would sometimes have to be realistic and compromise on the type of property allocated as well as its location.

RECOMMENDED to that Cabinet that the cash incentive scheme whereby downsizing tenants are given payments for giving up larger homes is discontinued.

(Proposed by Councillor Mrs H Bainbridge and seconded by Councillor Mrs J Doe)

Note: * Report previously circulated; copy attached to the signed minutes.

54 **IMPROVEMENTS TO COUNCIL PROPERTIES POLICY (01:14:23)**

The Group had before it a * report from the Housing Services Manager reviewing the Improvements to Council Properties Policy. The contents of the report was outlined by the Housing Services Manager with reference to the fact that Council houses were the biggest asset to the Council, alterations needed to be to the highest possible standard thereby protecting the fabric of buildings for as long as possible. The revised policy was needed in order to provide clarity to both officers and tenants as to what was and what was not allowed.

Discussion took place with regard to the onus being placed upon the tenant to appoint a suitable contractor to undertake improvement works. It was confirmed that permission was needed first from the Council to undertake any improvements to Council owned properties.

RECOMMENDED to the Cabinet that the revised Improvements to Council Properties Policy be approved.

(Proposed by Councillor W J Daw and seconded by Councillor Mrs J Doe)

Note: * Report previously circulated; copy attached to the signed minutes.

55 **LEASEHOLD MANAGEMENT POLICY (01:22:30)**

The Group had before it a report * from the Housing Services Manager reviewing the Leasehold Management Policy. The contents of the report were outlined by the Housing Services Manager who stated that the Council had a different relationship with lease-holders than it did with tenants. The policy reflected changes in good practice and identified the Council's approach to meeting its obligations to lease-holders in accordance with the terms of their lease and the relevant legislative

requirements. The revised policy also brought clarity to the lease-holders themselves and officers.

RECOMMENDED to Cabinet that the revised Leasehold Management Policy be approved.

(Proposed by Councillor Mrs H Bainbridge and seconded by Councillor W J Daw)

Note: * Report previously circulated; copy attached to the signed minutes.

56 **DEVON HOME CHOICE WORKING GROUP REPORT (01:26:35)**

The Group had before it a report * from the Devon Home Choice Working Group including its recommendations in relation to Band E.

The Chairman of the Working Group outlined the contents of the report summarising the work that had taken place and the conclusions reached by the working group.

Discussion took place with regard to some amendments needed to the recommendations within the draft report. It was therefore:

RECOMMENDED to the Cabinet that:

Band E be retained only on the following assumptions:

1. All applicants to be reviewed annually on Devon Home Choice, this will also include contacting applicants to remind them that they may not have logged onto the Devon Home Choice system or have never placed a bid on the system. This will take out some of the "dead wood" on the system and remove those who have moved and not notified Devon Home Choice of their changes. Applicants will be given 21 days in which to respond. Should they not reply then the application will be suspended.
2. Contact applicants who have not logged onto the system to ascertain the reasons behind this.
3. Applicants who have refused 3 properties will be investigated as to the reasons for the refusal, to determine if they should remain in their current band or suspended.
4. Mid Devon goes out for consultation on its Housing Allocation Policy proposing that the policy be rewritten to include the following points:
 - Applicants will be removed from the Devon Home Choice waiting list if they do not bid for properties over a 12 month period subject to availability of properties within their required location or adjacent parishes.
 - Applicants will be removed from the waiting list if they refuse 3 *suitable* offers of accommodation subject to availability of properties within their required location or adjacent parishes.

- Whilst carrying out a consultation, the working group may wish to include other elements to the review.
- That there be a review of progress in June 2016.

(These changes can be implemented ready for the 1st April 2016. This would allow for the consultation period of 6 weeks (as recommended by DCLG), a new allocation policy to be written and sent to the PDG for agreement).

(Proposed by Councillor W J Daw and seconded by Councillor J D Squire)

Note: * Report previously circulated; copy attached to the signed minutes.

57 **UPDATE ON THE WESSEX PARTNERSHIP (01:39:50)**

The Group were provided with, and **NOTED**, an update from the Cabinet Member for Housing and the Public Health and Professional Services Manager regarding Council's partnership with Wessex Homes. It was explained that 4 years ago the Council had entered into a partnership with Wessex Homes to provide loans to people wanting to upgrade. Interest rates for those entering into this type of agreement had been very low. Recent uptake of this facility had been very poor but the Council was still having to pay an annual fee to continue this facility. This meant that the situation was becoming financially unsustainable going forwards. A report would come to the Policy Development Group in the new year setting out proposals for the future.

58 **MOVING TO A 52/53 WEEK RENT CHARGE (01:55:47)**

The Group were provided with a briefing paper * from the Housing Services Manager outlining the proposed changes to the rent collection period.

She outlined the content of the proposed operational changes stating that the proposal was to spread out rent charges over a full calendar year. This would bring clarity and simplicity to existing and potential tenants. The proposals would form a part of the consultation on the Tenancy Agreement which would be undertaken early in the new year with a revised Tenancy Agreement coming into force in April 2016.

Note: * Briefing paper previously circulated; copy attached to the signed minutes.

59 **IDENTIFICATION OF ITEMS FOR THE NEXT MEETING**

In addition to the items already listed in the work programme, the following items were requested to be on the agenda for the next meeting:

- Update on the Wessex partnership
- Update on the Devon Homes Choice recommendations from the Working Group

(The meeting ended at 4.25 pm)

CHAIRMAN

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DECENT & AFFORDABLE HOMES PDG 26 JANUARY 2016

HRA BUDGET 2016/17

Cabinet Member Cllr Peter Hare-Scott, Cllr Ray Stanley
Responsible Officer Head of Finance, Head of Housing

Reason for Report: This report provides an estimate of the budget required for the operation of the Housing Revenue Account (HRA) in 2016/17. Most of the specifics are now known and the remaining uncertainty is the ongoing effect that welfare reform will have.

RECOMMENDATION: That the members of the PDG agree the budget proposals within this report, along with any amendments that members deem appropriate.

Relationship to Corporate Plan: The financial resources of the Council directly impact on its ability to deliver its Corporate Plan objectives/pledges.

Financial Implications: A balanced and realistic budget must be set for 2016/17 in order that the HRA reserve is not threatened with unplanned expenditure. The budget will need to be carefully managed in order that the 30 year business plan's need for much greater investment in the housing stock is achievable.

Legal Implications: It is a statutory requirement for the Council to set a balanced budget.

Risk Assessment: Service managers and Finance staff have assessed volatility in income and large contractor budgets. In addition, reserves will continue to be maintained at prudent levels and grown in some cases to meet future pressures.

1.0 Introduction

1.1 The Housing Revenue Account (HRA) is a ring fenced account within Mid Devon District Council (MDDC). It sits separately from the General Fund (GF) and accounts for all income and expenditure in relation to the Council's landlord function for social housing.

1.2 Each year, a budget must be set which balances income against expenditure and nets to zero. This report will explain how the proposed budget for 2016/17 has been set and the factors that have affected it.

2.0 Key

2.1 The main factors that have had the most significant effect on proposing a budget for 2016/17 are as follows.

- Formula Rent (FR) reducing by 1% each year for four years
- Right to buy (RTB) enhanced discounts, resulting in higher sales volumes
- Universal Credit
- Pay to Stay initiative – potential to increase cost of administration

- 2.2 In July's government budget announcement, we learnt that FR will reduce by 1% each year for the next four years, where we'd expected it to increase by CPI +1% each year for the next nine years. Since dwelling rent is the largest number in the HRA, the impact this has is obviously significant.
- 2.3 In recent years, the discounts offered as incentives for tenants to exercise their option through RTB have increased significantly and so it is anticipated that take up will continue to increase as it has done during 2015.
- 2.4 The impact of this is that there are fewer properties within Mid Devon's portfolio and so a lower amount of rent is being generated. The size of this impact on the budget can be seen later in this report.
- 2.5 As Universal Credit is introduced across the region, along with other elements of welfare reform, it is expected that Mid Devon's costs of income collection will increase. This is because a large portion of our rent income is received directly from Housing Benefit and so costs of collection are minimal. Under Universal Credit, this amount would be recoverable from the tenants themselves, meaning lots more letters, telephone calls and home visits.

3.0 The 2016/17 Budget Proposals Explained

- 3.1 The impact of the 1% rent reduction as well as the reduced number of properties is an income reduction of £216k for next year. The loss would be greater still if it weren't for the newly built social housing properties of the last year.
- 3.2 Since garage tenant numbers have begun to rise slightly recently, it is proposed that rents be frozen at £11.00 per week in order to avoid a fall off in customers. This increase in customers combined with rent reviews in the HRA shops sees the non-dwelling rent budget increase by £34k.
- 3.3 The Community Alarm service has continued to perform well and, therefore, the budget has increased by £56k. The first reason for this is that many more customers than expected opted to keep the service when it changed from free to chargeable. The second reason is that mainstream lifeline customer numbers have continued to grow.
- 3.4 Repairs & Maintenance has seen an overall decrease of £60k. This is made up of several changes, including increases in some areas and decreases in others. For instance, Responsive Repairs has seen a significant decrease of £196k as direct employees have taken the place of external contractors as well as more major work being taken on by the DLO operatives.
- 3.5 Conversely, Planned Maintenance has seen a significant increase in asbestos related costs as shown in Appendix 3. Also, it is expected that around £126k will be needed to purchase nine replacement vehicles for front-line operatives vehicles from revenue as well as £24k to purchase a larger vehicle from capital.

3.6 Transfers into the HRA earmarked reserves are made up as follows: overall surplus paid into the Housing Maintenance Fund (HMF) £1,767k; renewable energy surplus £130k; affordable rent surplus £73k; loan premium deficit £486k. This gives us the total of £2,456k seen in Appendix 1.

3.7 The £130k in relation to renewable energy transactions is derived from the fact that we anticipate receiving in the region of £150k of income and expect there may be some associated expenditure, for which £20k has been budgeted.

4.0 Recommendation

4.1 It is recommended that the members of the PDG review the appendices, which are made up of the following.

- Appendix 1 – HRA Proposed Budget Summary 2016/17
- Appendix 2 – How the rent decrease works out in relation to Formula Rent
- Appendix 3 – Planned Maintenance Budget Extract
- Appendix 4 – HRA Fees & Charges

4.2 It is further recommended that they agree these proposals, including members' own amendments if appropriate. Since the rent policy is determined by central government, the fees and charges in appendix 4 as well as the Planned Maintenance extract at appendix 3 may be the areas that members choose to debate the most.

5.0 Conclusion

5.1 These budget proposals have been prepared through Finance staff working together with Housing staff and in accordance with guidance from senior elected members. The proposals, with any updates, will be brought before this group again in January before going on to Cabinet and then Full Council for approval on the 24th of February 2016.

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Circulation of Report: Management Team, Cllrs Hare-Scott and Stanley

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Appendix 1

Code	Best Value Unit	PY Outturn	CY YTD Actuals	CY FY Budget	Movement	Proposed Budget 2016/17
SHO01	Dwelling Rents Inc	(12,422,053)	(6,669,460)	(12,810,600)	216,840	(12,593,760)
SHO04	Non Dwelling Rents Inc	(530,534)	(295,883)	(519,780)	(34,290)	(554,070)
SHO06	Tenant'S Ch For Services	(316,974)	(28,433)	(30,980)	(11,380)	(42,360)
SHO07	Leaseholders' Ch For Serv	(24,782)	(23,535)	(19,840)	(3,700)	(23,540)
SHO08	Contributions Towards Exp	(85,375)	(27,747)	(34,970)	1,250	(33,720)
SHO09	Alarm Income - Non Tenants	(157,529)	(109,345)	(138,170)	(56,490)	(194,660)
SHO10	H.R.A. Investment Income	(48,161)	0	(40,000)	0	(40,000)
SHO11	Miscellaneous Income	(1,644,562)	(32,861)	(19,000)	0	(19,000)
SHO13A	Repairs & Maintenance	3,090,671	1,406,623	3,274,710	(59,930)	3,214,780
SHO17A	Housing & Tenancy Services	1,199,119	565,249	1,358,850	(4,100)	1,354,750
SHO22	Alarms & L.D. Wardens	313,539	77,575	178,700	(26,500)	152,200
SHO29	Bad Debt Provision	(10,522)	0	25,000	0	25,000
SHO30	Share Of Corp And Dem	196,516	94,637	202,890	(25,490)	177,400
SHO32	H.R.A. Interest Payable	1,330,017	0	1,323,820	(55,790)	1,268,030
SHO34	H.R.A. Transfers between earmarked reserves	2,117,183	0	2,589,500	(133,760)	2,455,740
SHO36	H.R.A. R.C.C.O.	979,106	0	139,000	(115,000)	24,000
SHO37	Capital Receipts Res Adj	(13,000)	0	(15,600)	(5,200)	(20,800)
SHO38	Major Repairs Allowance	2,495,887	0	1,986,590	813,410	2,800,000
SHO40	Pension Reserve Adj	20,191	0	0	0	0
SHO44	Capital Grant Unapp Cr Hra	1,633,634	0	0	0	0
SHO45	Renewable Energy Transactions	(152,296)	(11,533)	(150,000)	20,000	(130,000)
	TOTAL	(2,029,924)	(5,054,713)	(2,699,880)	519,870	(2,180,010)

5000 RECHARGES
6000 CAPITAL CHARGES

1,223,440	24,230	1,247,670
1,476,440	(544,100)	932,340
0	0	0

6000 CAPITAL CHARGES

Finance lease depreciation	16,030
Capital financing for finance lease	(16,030)
Capital financing for finance lease	16,030
Depreciation	2,000,000
Depreciation reversal	(2,000,000)
PWLB loan MRP	916,310
	932,340

Assumptions

All rents to decrease by 1%, moving the actual average rent to £79.85 per week (over 52 weeks)
Twenty four properties sold during 2015/16
Sixteen properties sold during 2016/17

PLEASE SEE OVER THE PAGE

Average of fifteen properties void at any one time

Eight properties are excluded from rent setting as they are not available for re-let

Affordable Rents to decrease by 1%, moving the actual average rent to £112.39 per week (over 52 weeks)

Garage rents to be frozen at £11.00 per week

Occupancy in HRA retail units to remain at current levels

Community alarm customer numbers to remain at current levels

HRA cash balances to remain high in the short term

Debt repayments of £2,645k to PWLB

Debt interest payments of £1,212k to PWLB and £54k to GF

£1,767k contribution to the Housing Maintenance Fund to be made

Recharges to grow slightly

How the rent decrease works out in relation to Formula Rent

We propose to decrease each property's rent by 1%, irrespective of whether that property's rent lags behind Formula Rent or not. This follows advice from the Department of Communities and Local Government (DCLG).

The following table shows how this decrease would leave our tenant population in relation to their Formula Rent.

Increase	Number of properties affected	Gap to Formula Rent (average, per week)
Zero gap	2,942	£0.00
Small gap	69	£1.13
Medium gap	9	£4.15
Large gap	4	£11.19
TOTAL	3,024	

This will take our average rent to £79.85.

HO130 Planned & Cyclical Maintenance (extract)

Cost centre	Account	Account Description	Proposed Budget 2016/17
HO130	4205	Insulation	10,000
HO130	4213	Planned Asbestos Work	150,000
HO130	4215	External Contr - Legionella	3,500
HO130	4216	External Contr - Electrical	100,000
HO130	4230	External Contr -Gas Servicing	368,150
HO130	4231	External Contr -Lift Maint	500
HO130	4232	External Contr - Paint & Reps	440,000
HO130	4236	Air Source Heat Pump Servicing	25,000
HO130	4239	Carbon Monoxide Detectors	32,000
HO130	4522	Solid Fuel Repairs	12,500
HO130	4524	Garage Repairs	30,000
HO130	4526	Cyclical Testing	70,000
HO130	4602	Door Entry Systems	5,000
		TOTAL	1,246,650

Please note, this table shows an extract from the Planned Maintenance budget and the figures above form part of the £3,214,780 Repairs & Maintenance budget.

HRA: Proposed Fees and Charges 2016/17

	<u>2015/16</u>	<u>Increase</u>	<u>Increase %</u>	<u>2016/17</u>
<u>Community Alarm Charges per week per property</u> (48 week basis)				
Sheltered & Bronze Scheme Alarm Charge	£2.50	£0.50	20.0%	£3.00
Lifeline Base Unit	£3.76	£0.00	0.0%	£3.76

Garage rents per week (48 week basis) <i>It should be noted that council tenants receive a discount of £2.00 per week on any garage rent.</i>	£11.00	£0.00	0.0%	£11.00
Garage ground rents (Annual charge)	£200	£25	12.5%	£225

<u>N.B.</u>				
MDDC Formula Rent on average (52 weeks)	2015/16: £80.71	2016/17: £79.90		

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DECENT & AFFORDABLE HOMES PDG 26 JANUARY 2016

HOUSING STRATEGY 2015-2020

Cabinet Member Cllr Ray Stanley
Responsible Officer Housing Services Manager

Reason for Report: To inform Members about the results of the recent consultation on the draft housing strategy document

RECOMMENDATION(S): That the Cabinet adopts the revised housing strategy once the changes set out in the report have been implemented.

Relationship to Corporate Plan: The Corporate Plan is currently under review. The provision of homes features as a priority in both the existing plan and the new draft plan, which is currently out for consultation. This latest draft explains that we will focus on building more Council housing, facilitating the housing growth that Mid Devon needs, including affordable homes and planning and enhancing the built environment.

Financial Implications: All actions arising from the strategy will be met by existing and future budgets informed by service plans

Legal Implications: The Local Government Act 2003 imposes a duty on the Council to publish a housing strategy which sets out the vision and priorities for housing in the District.

Risk Assessment: Having a housing strategy in place which references other strategies and plans should help to mitigate the impact of welfare reform and the reduced availability of public sector finance. It should also help to manage the expectations of local people and other stakeholders

1.0 Introduction

- 1.1 The draft housing strategy was discussed at the meeting of the PDG on 6 October 2015 and it was agreed that the Council should undertake a consultation.
- 1.2 Members will recall that in accordance with the provisions of the Local Government Act 2003, the Council is required to publish a housing strategy which sets out our vision and priorities for housing in the District. This strategy must contain the objectives and targets and policies on how we intend to manage and deliver our strategic housing role. It also needs to provide an overarching framework against which we consider and formulate other policies on more specific housing issues.
- 1.3 The existing housing strategy 2010-2015 now needs updating.
- 1.4 The revised strategy should address all relevant issues, including homelessness and the energy efficiency of housing stock.

- 1.5 In addition, it should contain information about the current position and the context. This should include reference to wider priorities including national ones, and also local ones.
- 1.6 The strategy can also include information about how the Council manages its housing stock and performs its role as a landlord.
- 1.7 The purpose of the strategy is to provide a framework for achieving the outcomes and priorities for housing in Mid Devon. To inform this, the strategy should include information on the current and future position of all significant aspects of housing need in all tenures and on service performance.
- 1.8 The strategy should reflect the Council's role in discharging a number of statutory duties including those relating to public sector housing, homelessness and safeguarding of vulnerable children and adults.

2.0 **The Draft Housing Strategy**

- 2.1 A number of key priorities have been identified which have been included within the draft strategy. These take account of information gathered as part of the Census 2011 and the Strategic Housing Market Assessment (SHMA) which was published by the authorities in the Exeter Housing Market Area. The priorities also reflect the challenging financial climate, recent changes to housing policy and ongoing welfare reform.
- 2.2 Members will recall that the priorities are as follows:

Priority One: Delivering affordable housing

- 2.2.1 In accordance with this priority, we will work in partnership with other providers to develop new homes to meet the need established in the SHMA. We will also try to develop more Council housing and to work with landlords in the private sector to bring empty homes back into use. The need for additional pitches for gypsies and travellers has been recognised within the new draft strategy and the Devon Partnership Gypsy and Traveller Accommodation Assessment has been referenced.

Priority Two: Making better use of existing housing stock

- 2.2.2 The work of the Private Sector Housing team aligns with this priority because overall housing supply is affected by property condition and investment in maintenance. The provision of aids and adaptations in both private and public sector accommodation is also important because this enables people to remain independent in their own homes.
- 2.2.3 We use Devon Home Choice to award priority for rehousing and Members of the PDG are about to review the operation of the scheme in Mid Devon. Even if changes are made to the scheme, it will still offer a consistent approach to the allocation of social housing which will enable us to make best use of the housing stock in the District.

- 2.2.4 In accordance with this priority, we have made it clear within our tenancy strategy that we expect registered providers of social housing (RPs) to use fixed term tenancies. The management of our own housing stock also supports this priority.

Priority Three: Preventing homelessness

- 2.2.5 The homelessness strategy which was adopted in 2014 contains three specific priorities and these are confirmed in the housing strategy.

Priority Four: Managing the impact of an aging population

- 2.2.6 The housing strategy acknowledges that a huge increase in the number of elderly living in Mid Devon is projected over the next two decades. The population over 65 is likely to increase by over 54% and the population aged 75 or over is likely to go up by nearly 82% in the period until 2033. We have already started to explore new ways of delivering services to older people in both public and private sector housing and to expanding existing services in support of this priority.

Priority Five: Reducing the impact of welfare reform

- 2.2.7 Work to reduce fuel poverty is important in our strategy to reduce the impact of welfare reform. In addition, partnership working with other agencies such as Wiser£Money also enables us to support those who are vulnerable.

3.0 Consultation

- 3.1 There was a consultation relating to the priorities which should be included in the strategy in 2013.
- 3.2 Members agreed another consultation on the finished draft and this latest consultation ran from 16 November 2015 to 3 January 2016. Stakeholders were emailed and these included neighbouring strategic housing authorities, other providers of social housing in the District and partner agencies such as the Citizen's Advice Bureau, the Churches Housing Action Team (CHAT) and Age UK. We sent a link to the draft housing strategy in each email.
- 3.3 The consultation documents were also uploaded to the Council's website in the section entitled: "Strategies and Policies" in the Council Housing pages and in the "Consultation and Involvement" pages and were there for the duration of the consultation.
- 3.4 Our Tenants Together group was consulted on the draft housing strategy; and we published an article about it in our Housing News 4U tenant newsletter. This will be posted to all tenants during the week commencing 11 January 2016 and the Housing Services Manager will give a verbal update to the PDG relating to any feedback received from tenants in connection with this exercise.
- 3.5 In total, we received 3 responses from stakeholders (although the comments of one respondent were made in a personal capacity rather than as a

representative of their organisation). We also received 1 response from a member of our Tenants Together group.

3.6 One of the stakeholders, The Devon Senior Voice (DSV), made a number of comments regarding the draft strategy.

3.7 The table in appendix 2 summarises the main issues received as feedback following the consultation, and our response.

4.0 **Proposed Changes to the Draft Housing Strategy**

4.1 Looking at the table in appendix 2, it can be seen that there was no suggestion that the key priorities set out in the draft housing strategy should be changed.

4.2 Some of the comments received were positive.

4.3 As a result of the consultation, it is proposed that several amendments are made to the document shown in appendix 1.

4.4 One respondent expressed concern about the future availability of funding for initiatives such as Local Welfare Assistance, floating tenancy support and other charitable provisions.

4.5 It is therefore proposed that an additional paragraph is added to page 12 within the section relating to priority 3 which is entitled: "Preventing Homelessness". This will be inserted between the paragraph relating to the employment of a Young Person's Support Worker and that which discusses partnership working.

4.6 The proposed form of wording is: "The Council is operating within a challenging financial climate given that we have been advised that our government grant will be reducing with an expected reduction of £1.7 million by 2019/20. This is likely to have an impact upon the ability of the Housing Service to prevent homelessness and to sustain tenancies. We are also aware that in this age of austerity, other partner agencies will also be operating with reduced finances and, as a result, that they may have to review their mission statements, aims and business plans, to reduce service levels or to cease offering a service. This may have a significant impact upon levels of homelessness and the choices available to those in housing need. It is therefore important that the Housing Service is flexible in its approach to prevention work and that it works in partnership, where possible, in order to keep overhead costs to a minimum. It is important to ensure that our Officers are well trained and aware of all the options available so that they can give appropriate advice and support, where necessary."

4.7 There was also some concern about a lack of local provision of supported accommodation for those assessed as having high needs in Mid Devon and for this reason it is proposed to add a further paragraph to the section relating to the prevention of homelessness. This will read: "We recognise that there is a lack of local provision of supported accommodation for those who have high needs and as part of our housing options approach we endeavour to support

such individuals to secure suitable accommodation suitable for them". If approved, this amendment would be inserted at the bottom of page 12 following the sentence which reads: "The Council also operates a mortgage rescue scheme and has a dedicated Housing Benefit Officer to fast track temporary accommodation and rent/deposit applications".

- 4.8 In response to feedback received following the consultation exercise, it is also proposed to amend the action plan to add the following:
- We will promote downsizing as a positive option for elderly tenants in our publicity to Council tenants.
 - We will consult with DSV in connection with the development of our handyman service.
- 4.9 Both actions will be listed for action by March 2016 and will be reviewed on an on-going basis.
- 4.10 Members are asked to approve these changes to the draft Housing Strategy document and to recommend them to the Cabinet.

Contact for more Information: Claire Fry, Housing Services Manager, tel: 01884 234920 (cfry@middevon.gov.uk)

Circulation of the Report: Councillor Ray Stanley, Cabinet Member for Housing

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**Mid Devon District Council
Draft Housing Strategy
2015-2020**



September 2015

Mid Devon District Council: Housing Strategy 2014-2019

Executive summary

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1 Foreword

I am pleased to introduce this Housing Strategy for 2015-2020 for Mid Devon District Council because it is set in a challenging climate of austerity, welfare reforms and difficult housing conditions. I feel that it is important to set out the significant housing issues which we need to respond to and our plans for dealing with them.

As a stock-holding Council, the Authority has two roles in the District. It is a registered provider and it is also the strategic housing authority. This new Housing Strategy provides a framework and an evidence base for all the housing related activities of the Council and other partners.

We are lucky enough to live in an area which is very beautiful and where crime rates are low. I know that people want to live here and I am keen to ensure that all the housing available, across a range of tenures, is fit for purpose and offers opportunities for people to put down roots in areas where they want to live. We are committed to providing homes for our community and this strategy document reflects that.

I am passionate about improving the housing stock in the District and ensuring that we deliver value for money in the achievement of our objectives. This Housing Strategy offers finite opportunities to move forward to address the priorities we have identified.

Councillor Ray Stanley, Cabinet Member for Housing



2. Our Housing Priorities

Priority One: Delivering affordable housing

The Local Plan Review will set an annual housing target for Mid Devon based on evidence arising from the SHMA. Once this has been adopted, the Council will work proactively to ensure strategic sites are master-planned, whilst maximising the delivery of brownfield and infill development. It is important for the Council to exploit opportunities to meet the overall demand for housing in the District and to make use of planning policies to deliver new affordable homes.

Meeting Affordable Housing Need in Mid Devon

As stated, the SHMA established a need for 124 new affordable homes annually in the District.

In general, the planning authority prefers to see the provision of affordable housing “pepper potted” within sites, in order to promote mixed and sustainable communities. However, there may be cases where on site provision is not appropriate, for example, where the provision of a single affordable dwelling on a site may be inefficient to manage, and a RP may be reluctant to take over such small scale provision. In accordance with national advice, it is still appropriate for such sites to contribute to meeting affordable housing need and in these situations a contribution to off-site provision should be made. The level of contribution will be subject to viability appraisal based on the value of the site.

The appropriate mix of affordable housing in terms of tenure, size and spread within a proposed development will be determined in response to identified needs and priorities as indicated on the DHC Housing register at the time an application is submitted, together with either evidence provided by the local Housing Needs Survey for that Parish or from the SHMA.

Funding Affordable Housing

Developer contributions through Section 106 agreements on development sites has been the method which has provided the highest number of affordable units throughout the lifetime of the previous strategies.

Where possible, the Council will look to maximise investment from external bodies to enable the development of affordable housing. The National Affordable Housing Programme (NAHP) made £2.2 billion available to RPs for the period 2011-2015. NAHP funding is only available for the new “affordable” rent product so other streams of funding must be exploited to develop homes at less than 80% of market rent. Nor is the NAHP available to fund Section 106 sites which as previously mentioned has been the main source of affordable housing in the past few years.

During 2014/15, the Council and other RPs were able to complete 57 units some of which were part funded by the HCA. In addition, the Council purchased an additional unit which had previously been sold under the Right to Buy scheme.

The Council is registered with the HCA and has made successful bids for funding from the NAHP 2015-2018.



Sums have been received in respect of schemes at Fir Close, Willand, where 6 new homes were built by the Council, and at St Andrew Street, Tiverton, where a further 14 new homes developed by the Council are almost complete. Further funding is being sought through the programme for another 4 units in Tiverton and it is proposed to bid for monies to support the building of at least another 26 units in Tiverton and rural areas in the future.

The Council will also seek to contribute its own resources where viability issues may be preventing development from occurring wherever possible and where value for money can be demonstrated. This will be in the form of Right to Buy receipts, commuted sums from previous developments and our own land assets.

Continuing to work with private sector landlords to bring empty homes back into use and also partner agencies, if appropriate

The Council is keen to bring empty homes back into use to provide accommodation for those in housing need. The New Homes Bonus is payable in such circumstances and any monies received can be ploughed back into the community to add to and to enhance local infrastructure. We work in partnership with Wessex Home Improvement Loans for help to bring homes in the private sector up to a Decent Standard for letting.

The Council routinely monitors the number of empty properties in the District. We concentrate our efforts on properties that have been empty for longer than 6 months without a specific Council Tax exemption. Exemptions include uninhabitable due to major disrepair, where there is an issue relating to a probate case, or where the owner is in residential care.

It is our aim to return properties to use with the cooperation of owners but enforcement action will be utilised if all other avenues have been exhausted. Work is currently ongoing to develop a partnership with Exeter City Council to support this work. The Private Sector Housing Renewal Policy 2015 to 17 contains an action plan relating to empty homes.

Developing more Council housing

Reform of the housing revenue account led to councils taking on a share of the national housing debt, and gave some flexibility in terms of the management of this debt. This Council decided to use the additional borrowing capacity available under the new regime to build more homes in order to increase supply of available housing and in order to stimulate local economic growth. The Council used the new flexibilities and returned a payment of £47million to central government in exchange

for an additional approximately £1million each year which has been used to finance the management and maintenance of our properties and the building of new homes.

Following the development of 22 new homes at Crediton, a further £2million was set aside for future development. The new homes were let using the affordable rent model. The new schemes at Willand and St Andrew Street provide a further 20 new homes with others, with some funding derived from the HCA Affordable Homes Programme 2015-2018, in the pipeline. In addition, an options appraisal of redundant garage sites and surplus land in Council ownership is ongoing with a view to redeveloping these to provide more affordable homes.

Provision of pitches for gypsies and travellers

Plymouth and Devon Racial Equality Council define gypsies and travellers as people who either have a nomadic or semi nomadic heritage or a nomadic or semi nomadic lifestyle. In August 2015, the Government stated that for planning purposes, the following definition should apply: "Persons of nomadic habit of life whatever their race or origin, including such persons who on grounds only of their own or their family's or dependants' educational or health needs or old age have ceased to travel temporarily, but excluding members of an organised group of travelling show people or circus people travelling together as such".

Settled travellers may live in houses. Alternatively, they may live on local authority sites, private sites, unauthorised sites (tolerated) or unauthorised sites (temporary). Members of these groups may be affected by poor health and racism, and experience problems in terms of education and accommodation.

In accordance with the provisions of the Housing Act 2004, every local authority must carry out an assessment of the accommodation needs of gypsies and travellers residing in or resorting to their District. Local planning authorities are also expected to identify a five year supply of deliverable sites with a further ten year supply of developable sites or broad locations for growth on top of this.

The Public Sector Equality Duty 2011 means that the Council must work to eliminate unlawful discrimination, harassment and victimisation, and other conduct prohibited by the Act. It must also advance equality of opportunity between people who share a protected characteristic and those who do not; and foster good relations between people who share a protected characteristic and those who do not. The Government has a stated aim of ensuring fair and equal treatment for gypsies and travellers in a way that facilitates the traditional and nomadic way of life of travellers while respecting the interests of the settled community.

51 pitches for gypsies and travellers have been constructed since 2006. A pitch is usually defined as space for a static caravan, a touring caravan, a small amenity building (often known as a day room) and two parking spaces.

The Devon Partnership Gypsy and Traveller Accommodation Assessment (GTAA) identifies the need for gypsy and traveller pitches. This need is to be met either

through the allocation of specific sites or through the inclusion of a number of travellers' pitches within larger housing sites.

In Mid Devon, the GTAA 2015 stated that as of 2014, there was the following provision for these groups in Mid Devon:

Housed G&Ts	106
Authorised Pitches	53
Unauthorised encampment	0
Unauthorised development	0
Temporary pitches	2
Vacant pitches	0
Potential pitches	20
Trans pitches	7

Source: Devon Partnership GTAA 2015

The table shows the potential for 20 pitches on sites which have consent but which have not yet been built out. The GTAA also states that a further 35 pitches are needed by 2034. In addition, there is a need for a further 11 pitches for travelling show-people by 2034.

There is a need for a further 4/5 gypsy and traveller transit/ emergency stopping places in the period from 2014 to 2019 across Devon although no further need has been identified in respect of the period from 2019 to 2034.

The need will predominantly be met through the allocation of sites for gypsies and travellers on the urban extensions as set out in the Local Plan Review.

Priority Two: Making better use of existing housing stock

Providing Decent Homes for the vulnerable

Overall housing supply is affected by property condition and investment in maintenance. Residential accommodation must meet minimum quality standards if it is to be fit for purpose.

The Government has made it clear that the responsibility to maintain private property lies with the owner. However, the Council recognises the importance of the private sector stock as an asset within the District. We have statutory duties in relation to unfit properties and will take enforcement action, where necessary.

In order to understand the state of housing in Mid Devon, we are planning to survey the stock. Our Private Sector Housing Renewal Policy contains a commitment to carry out some form of House Condition survey and to undertake other investigations. An understanding of the condition of the housing stock in the District will enable us to target assistance where it is needed, subject to funding being available. The Private Sector Housing team will continue to seek opportunities to assist home-owners by identifying funding arrangements and working to implement them, where possible.

In accordance with the HHSRS, there are 29 hazards which can be assessed. These include damp and mould growth, the risk of falling on level surfaces and the risk of falling on stairs. Hazards are accounted for in different categories with 1 being the most serious and 4 being the least serious. When a hazard presents a severe threat to health and safety, it is known as a category 1 hazard. Examples include a leaking roof, a broken rail on a steep stairway or a lack of adequate heating. If category 1 hazards exist, it is especially important to promote the availability of loans and any grants; the Council needs to ensure that vulnerable households in the private sector are able to live in homes which meet the Decent Homes standard.

Provision of affordable housing

We are committed to making best use of the housing stock and to supporting residents to remain in their existing homes, in order to enable them to remain independent, as far as possible. In the private sector, we will use housing renewal powers to support the main aim of providing affordable housing. The use of loan and grant conditions will help retain units in support of these aims. The Cabinet Member for Housing has, during September 2015, stated a commitment to a target of 300 additional homes in Mid Devon over the next four years.

Using Disabled Facilities Grants to help those who need adaptations to remain in their own homes, if appropriate

We will make best use of existing disabled adaptations in partnership with other agencies as appropriate, including Devon County Council Social Care, other Devon Districts and any future Home Improvement Agency.

Housing those in housing need

The DHC scheme is used to allocate homes in Mid Devon. The scheme ensures that there is a consistent approach to the allocation of all social housing across Devon. It was developed by all the local authorities and social landlords with stock in the County and an equality impact assessment was undertaken to measure the impact of the scheme upon different sections of society. Feedback is available to people who bid for properties; this makes the scheme transparent and gives applicants an understanding of the amount of time they might have to wait before being housed.

The Council has its own local allocations policy which allows for certain properties to be labelled. In this way, those needing adaptations will be given preference when adapted homes are allocated, and those with a local connection will be given preference during the allocation process relating to rural homes in villages.

The Council is committed to the use of flexible tenancies as a means of making better use of the housing stock. The Localism Act 2011 requires local authorities to develop a tenancy strategy which should include a description of the high level objectives ("matters") that RPs should "have regard to" in their tenancy policies. These policies will relate to:

- ❖ the kind of tenancies they grant
- ❖ the circumstances in which they will grant a tenancy of a particular kind
- ❖ where they grant tenancies for a fixed term, the length of the term
- ❖ the circumstances in which they will grant a further tenancy on the coming to an end of an existing tenancy

In the past, most tenants offered a home by a council or housing association were given lifetime tenancies. However, the Localism Act introduced tenure reform and as a result RPs can now let homes on fixed term or flexible tenancies. These are tenancies which are let for a limited period of time; with a minimum five year term in most cases. As a landlord, the Council now uses flexible tenancies. This was to address issues relating to a shortage of available accommodation especially larger homes. The tenancy policy sets out the circumstances in which these tenancies will be re-issued and the main reasons relate to changes in the composition of the household and/or household circumstances.

The Council also expects housing associations working within the District to make the most of the new flexibilities for the same reasons. A new protocol is about to be implemented. This has been agreed by all the local authorities in Devon and is to be used to ensure that all those tenants whose fixed term or flexible tenancies are not to be renewed receive appropriate advice relating to their housing options.

Managing Council housing efficiently and effectively

The HCA is responsible for the regulation of council housing. The regulatory framework consists of a number of Standards which have been divided into two sets: the Consumer Standards and the Economic Standards, and the Council is obliged to deliver the specific outcomes set out in the Consumer Standards.

Councillors are responsible for ensuring that the standards are met, in accordance with the framework. However, the regulator does not have a proactive role in monitoring compliance and will only intervene in cases of serious detriment.

Housing providers such as the Council and the Councillors responsible for the Housing Service are expected to ensure that all activities are transparent so that tenants, service users and other stakeholders can scrutinise and ensure that the outcomes required by the relevant standards are being delivered.

The regulatory framework clearly states that tenants should have opportunities to shape service delivery and to hold Councillors to account. To achieve this, providers are expected to engage meaningfully with their tenants and to offer them opportunities to shape the tailoring of services to shape local priorities. In particular, the Council, as a landlord, is expected to give tenants an opportunity to scrutinise performance, identify areas for improvement and influence future delivery.

Consequently, the Housing Service is expected to provide training opportunities for tenants to help them to develop their skills and capacity so that any engagement and scrutiny is effective. The Council also has to demonstrate that it understands the particular needs of its tenants.

The Housing Service offers a wide range of opportunities to enable tenants to get involved and to scrutinise all aspects of the work. In particular, our Tenant's

Together group (formerly known as the Scrutiny Improvement Group, or SIG) regularly reviews performance documents, comments on new policies and strategies, and is encouraged to undertake service reviews.

The Cabinet Member for Housing has been involved in setting targets relating to all aspects of service delivery and performance against these targets is regularly monitored by senior officers, Councillors and tenants. Performance information is also published on the Housing Service pages on the corporate website. The targets relating to income collection are seen as the most important ones as maintaining the revenue stream is vital; the Housing Revenue Account is ring-fenced and the Housing Service is financed mainly out of rent collected from tenants. However, performance relating to voids is also given high priority. In order to increase income, the Housing Service has a robust policy relating to rechargeable repairs and reinvests any monies received from tenants.

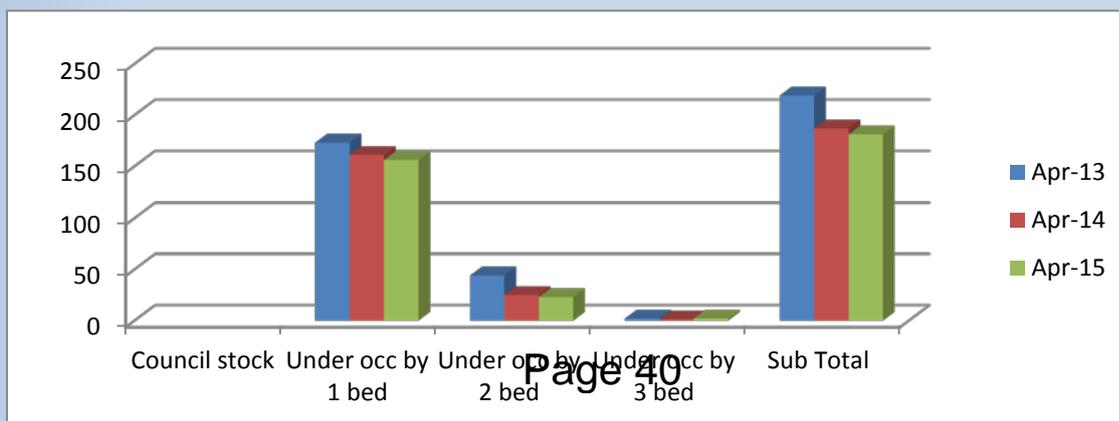
The Council successfully secured an additional £1.4million to invest in the housing stock. This grant funding was used to ensure that all homes were sound and compliant with the Decent Homes standard. There has been a concerted effort in recent years to ensure that the bulk of the repairs budget was allocated to planned, rather than responsive, maintenance. £2.1million was spent in 2013/14 improving homes by updating kitchens and bathrooms, and on heating upgrades. Going forward, expenditure on these items is likely to be in the region of £1.1million per annum. In addition, a total of £750,000 is spent each year on routine repairs and maintenance. There is a dedicated budget of £250,000 for aids and adaptations needed in Council accommodation.

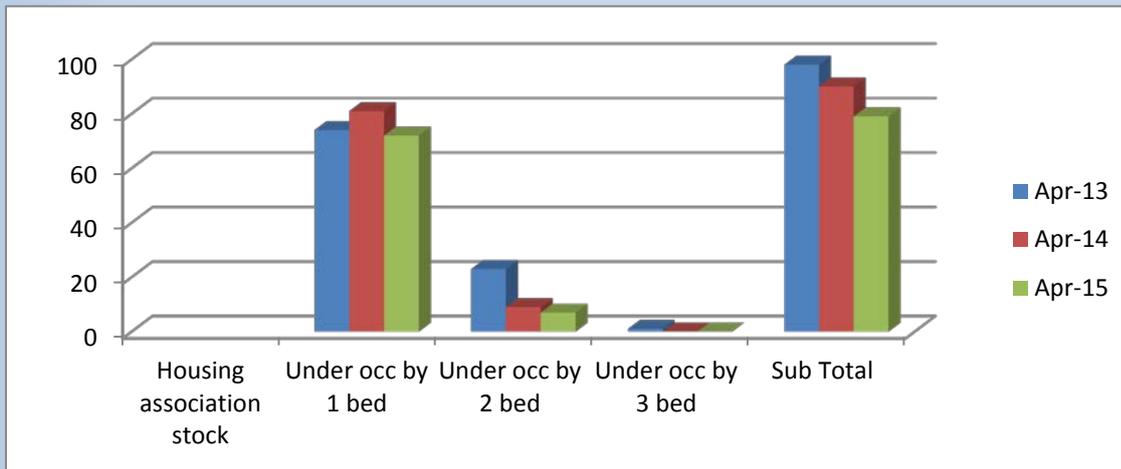
In order to combat tenancy fraud, the Housing Service now operates a programme of Tenant Home Checks which involves visiting each property once every five years. The visits offer an opportunity to monitor who is living in the property but also enable officers to ensure that the service is meeting the needs of the tenants, to identify any tenant damage and to offer advice about issues such as welfare reform.

The Council also works in partnership with other Devon authorities to combat tenancy fraud. A grant from the Department of Communities and Local Government was obtained to establish a specialist team to work across the county for the period of two years until the end of 2015.

Continuing to promote downsizing initiatives

The Spare Bedroom Deduction has affected a number of people in the District.





Source: Benefit team, Mid Devon

Housing Benefit claimants by Local Authority: by Spare Room Reduction: February 2015					
	All HB claimants	Spare Room Subsidy Reduction			
		Not applicable (private housing)	Not applied	Applied	
				Number	Average HB reduction amount
Mid Devon	4,493	1,828	2,406	264	£14.12

Source: <https://www.gov.uk/government/statistics/number-of-housing-benefit-claimants-and-average-weekly-spare-room-subsidy-amount-withdrawal>

The Homelessness Strategy states that ensuring the efficient and effective use of existing stock in the District by assisting households to downsize where appropriate is a priority. The Council's approach was discussed earlier in the narrative. However, existing tenants wishing to downsize are also awarded high priority within the DHC scheme because they go into the B Band. In recent years, the Council has operated an incentive scheme aimed at giving our tenants some assistance with removal and other costs associated with transferring to alternative accommodation but this is due to be reviewed in December 2015 and it is likely that the scheme will cease. Recent welfare reforms have meant that a significant number of tenants have already moved to smaller accommodation.

Priority Three: Preventing homelessness

The new homelessness strategy 2013-2018 adopted in 2014 sets out the Council's key strategic aims in tackling homelessness in the District, details how these aims are to be achieved, and sets out actions for delivery.

Homeless acceptances in Mid Devon have been decreasing for some years and between 2004/05 and 2011/12 there was a 90% reduction. This was despite the fact

that the total number of approaches made to the Council saw a fivefold increase over the period from 2009/10 from a low of 47 to 273 in 2012/13. The reduction in the numbers of acceptances is directly attributable to the early intervention and preventative measures taken by the Housing Options team and partners. Over the last 5 years, there has been an average of 19 homeless acceptances each year and homelessness preventions increased from 150 in 2011/12 to 330 in 2014/15.

The Council uses a range of tools to assist applicants to prevent or resolve their homelessness at the earliest opportunity. A Housing Options approach to the management of homelessness is seen as key and, for this reason, homeless applicants are encouraged to register on DHC and are also given advice about securing accommodation in the private sector. The Deposit and Rent in Advance Scheme (DARS) is available to help applicants to access private rented accommodation.

Recently, a Young Person's Support Worker has been recruited to work with young people and their families to prevent homelessness. This Officer is also expected to co-ordinate support for young people who may be at risk, for whatever reason; in a safeguarding role taking into account their individual needs. In addition, she has been tasked with building up good working relationships with local landlords, including RPs of social housing, and local lettings agents in order to find accommodation for young people in housing need.

The Council also works in partnership with a number of agencies to assist those in housing need. In particular, Sanctuary Supported Living works across Mid Devon to provide support to those in private and social sector tenancies and owner occupiers where they are at risk of losing their home. A number of grants are made to support the work of local partners such as the CAB and CHAT (Churches Housing Action Trust) and a contribution is made towards the cost of the post of the Devon Housing Options Partnership Co-ordinator, who supports the work of district councils in the county.

The Council works with ADVA (Against Domestic Violence and Abuse Partnership) which provides services to those who have experienced domestic abuse; BCHA Street Homeless Outreach Team (SHOT) to help secure accommodation and support for single people and to support the Council's response to the Government's No Second Night Out initiative for those sleeping rough (BCHA is an organisation committed to the creation of lasting solutions for homelessness, unemployment and social exclusion in local communities); and Wiser£Money, part of Wessex Resolutions, which operates the Local Welfare Assistance Fund which will provide rent and deposit assistance as well as money management advice. Furthermore, the Council will work with Young Devon and Social Services to refer young people to supported lodgings; and the Homeless Prevention Panel multi agency forum to consider housing options for 16-21 year olds. The Council also operates a mortgage rescue scheme and has a dedicated Housing Benefit Officer to fast track temporary accommodation and rent/deposit applications.

Welfare and social housing reforms are having an impact on vulnerable people in Devon and the Council is aware of the need to respond to the reforms in a proactive way to ensure that the benefit cuts do not lead to unnecessary homelessness.

The Localism Act allows local authorities to fully discharge their duty to secure accommodation by arranging a suitable offer of accommodation in the private sector without requiring the applicant's agreement as was previously the case. A key action for the future will be to develop a comprehensive policy outlining in what circumstances the main homelessness duty will be discharged into the private sector. The policy will include an assessment of suitability, property condition, cost/affordability and family type.

The homelessness strategy contains three specific priorities:

1. Preventing homelessness and sustaining tenancies
2. Increasing the availability of affordable housing
3. Mitigating the effects of the welfare reforms and the Localism Act

In particular, the Council will continue to work with partners to prevent homelessness by intervening early, further developing tenancy sustainment services and providing high quality advice and support. A number of key actions were identified to achieve this objective and these include ensuring that our homelessness advice service and prevention information is up to date and well publicised and working with partner agencies to identify gaps in provision and funding and seek solutions.

The development of comprehensive management systems to measure the impact of homelessness prevention advice will also be important. Developing a framework to provide support to people who may need help with sustaining a new tenancy will be achieved through working proactively with RPs including the Council's own Housing Service to reduce evictions from social tenancies particularly in light of the new flexible and fixed term tenancy regime.

All of the actions relating to increasing the availability of affordable housing which have been discussed in this housing strategy will support the homelessness strategy.

Likewise, the actions set out later in the housing strategy to mitigate the impact of welfare reform should help to minimise levels of homelessness.

Priority Four: Managing the impact of an aging population

Devon County Council has made some predictions relating to the numbers of elderly people in the County over the period from 2013 to 2033. By 2020, the 65+ population across the whole of Devon is predicted to increase by 42,400 to 215,200, and then to 264,400 by 2030, representing a 53% increase over the period from 2011 to 2030. It is predicted that the most significant increases in population will be in the 80-84 and 85+ age bands up to 2030, with percentage increases of 80% and 98% respectively.

The SHMA noted that, on the basis of these projections, the population over 65 in Mid Devon would increase by 54.3% or 9,366 over the period. It found that by 2030, there would be 6,527 people of people aged 65+ living alone, an increase of over 64% on the position in 2014. The population aged 75 or over in the District is also likely to increase by nearly 82% from 7,748 in 2013 to 14,089 in 2033.

At the end of December 2013, DCC informed the Council that it was reviewing its Adult Social Care Accommodation Strategy for older people in Devon to examine the range of accommodation options that will be needed in the County in the future. It was noted that the service need is changing, with an increase in the number of older people with dementia or mental health needs and a decline in residential placements for older frail people due to improved Community based services. The County Council's Cabinet approved investment in DCC Residential homes to provide specialist centres of dementia services and there is also approval to seek providers and partners to deliver over 900 Extra Care Housing units across the county.

The County Council, as part of the work to estimate the number of Extra Care Housing units needed, has also identified those towns in which Extra Care housing is likely to be most viable and where there is an unmet need. The DCC Commissioning Strategy for Extra Care housing which, based on 2008 population estimates, shows the population at risk within the Mid Devon area. It identified a need for 50 Extra Care Housing units in both Cullompton and Tiverton. DCC closed a significant number of their care homes from March 2015.

The District Council identified a need for an Older Person's strategy to reflect how services will plan for the future to meet the increase in demand given the rising numbers of people in Mid Devon over 65 and this is awaiting approval. A number of additional recommendations were made which included:

- Promoting a community hub in Newton St Cyres and setting up a community hub in Tiverton
- Setting up a garden share scheme
- Reviewing the voluntary groups in the District and linking in with the DCC register
- Setting up a register of trusted tradesmen or actively promoting that already provided by Age UK
- Raising awareness in the parishes on identifying the signs of vulnerability in adults

It was also recognised that very elderly people will require specially adapted bathrooms and have a need for lifts. It is acknowledged that some of the provision for older people may be delivered by Extra Care units.

Helping elderly people to remain in their own homes

The traditional sheltered housing service has disappeared following the move from property-related support to targeted support services that are based on individual's support needs.

DCC commissions these services and requires providers to deliver services to individuals with the greatest level of need. Providers have been issued with new Targeted Support contracts of lower value than the previous contracts. From 2015/16 these services moved into DCC's Framework Agreement, and existing providers were required to tender to deliver their current services. As funding has been reduced services have been significantly reduced and limited to those who have met DCC's Fairer Access to Care (FACs) assessment criteria.

Alarms:

In 2012, the Council completed the installation of telecare alarms in our sheltered housing properties. Lifeline alarms were installed in properties where the tenants required support services. All of the alarms are able to take additional telecare sensors.



The Future:

As stated, the SHMA identified a significant increase in the number of elderly people living in Mid Devon over the next two decades.

A Strategic Review of Older Persons Housing and Support Services commissioned from CIVIS, a consultancy, by DCC in 2008 identified that the majority of persons requiring support services lived in their own homes. The report concluded that providers should provide services to the wider community and not restrict them to their own sheltered housing schemes.

In 2013, the Council significantly reduced its Supported Housing Services staffing resources due to the impact of funding cuts. It is recognised that there is a demand for these services in the community and the Council will consider offering these to private customers.

The Council has 872 private Lifeline alarm customers that may require additional support services, and some of these are outside District. 278 Council tenants also pay for the service. The Council will explore introducing a range of new services to the private sector which could include marketing the services of our own directly

employed skilled tradesmen to install disabled adaptations, a handyman service, building repairs and the coordination of shopping, gardening and cleaning services.

The Housing Service now has two Community Housing Support Officers working alongside the Neighbourhood teams. These Officers provide a tenancy sustainment service to more vulnerable tenants. The Officers will work with a tenant for a specific period of time whilst they are experiencing a particular issue or difficulty. The role of the Officer is to enable the tenant to continue living independently and to signpost or to refer to other agencies, as appropriate. The Officers have a good understanding of the communities in which they work and of the different voluntary groups based in them which may be able to provide support and assistance to our tenants.

To develop the handyman service so that elderly residents in Mid Devon have access to reliable tradesmen

The Housing Service provides a Handyman Service, which is available to all tenants and leaseholders. This includes gardening, plumbing, carpentry, masonry, electrical works and cooker connections. It does not include decorating or cutting hedges which exceed four feet. Customers pay in full before work commences but there is discretion to agree alternative payment arrangements. In addition, there is a subsidised service for new tenants who are over 65 and/or in receipt of DLA, which provides two hours free labour for minor DIY jobs such as hanging pictures, fitting blinds and erecting shelves. To qualify, they must register interest within 2 weeks of moving into their new home.

MDDC Lifeline customers, whether in council or private properties, can seek a quote and arrange to have plumbing, electrical and carpentry work completed. We also fit key safes for a reasonable charge.

Priority Five: Reducing the impact of welfare reform

In September 2013, the Devon Strategic Partnership (DSP) Welfare Advisory Group identified that welfare reform would take £343 million out of the Devon economy each year. The Group calculated that this loss would affect over 160,000 working age households, 60% of whom are in employment, with an average loss of £2000. At that stage, it was calculated that the average loss in Mid Devon per working age household due to welfare reform would be £688. Since July 2015, following the summer budget, it has become clear that welfare budgets will continue to reduce and that there will be further cuts which will impact upon people on low incomes.

The Council's corporate Debt Collection Policy has been reviewed in order to ensure that there is a joined up approach to the collection of debt. The Council needs to maximise income to ensure that it can continue to provide responsive services to local people. The aim of the policy is to provide flexibility to enable Officers to respond in a sensitive way to individual circumstances and, in particular, those cases

where people, for whatever reason, are experiencing financial difficulties and are finding it difficult to pay debts owed to the Council.

The Council works in partnership with Sanctuary Supported Living which delivers a floating support service to those at risk of losing their home. This usually involves intensive case working to help people to sustain their tenancies. Officers in the Housing Options team are able to make referrals, as are Officers from within the Neighbourhood teams, when they identify one of our own tenants who may be experiencing financial or other difficulties.

Wiser£Money is contracted to deliver Local Welfare Assistance in Mid Devon and as part of their role, they will also provide help, advice and assistance to local people who are experiencing difficulty with money. Currently, they spend the majority of their time providing money advice. The organisation is registered with the FCA and their advisors will help clients to maximise their income, liaise with creditors and provide advice on budgeting. The Housing Service refers cases to money advisors as a matter of routine and 47% of enquiries/referrals involve Council tenants.

Requests for Local Welfare Assistance and money advice have increased by 19% between 2014 and 2015.

- The Housing Service is the biggest single referrer into the LWA/money advice scheme
- 80% of referrals from the Housing Service are for money advice
- The complexity of cases has increased significantly from 2014 to 2015; in 2014, £28,000 of debt was dealt with on behalf of clients and, by July 2015, this figure increased to £108,000 – this is a 274% increase
- 40% of money advice clients are under the age of 34
- 45% of the clients have a budget with under £50 disposable income available per month
- 21% of clients have a budget that show they have more expenditure than income
- During the first 6 months of 2015 (Jan – June) they achieved a total financial gain of £75,000 (this include Debt Relief Orders, debt managed, debt written off, increased income, benefit gains etc.)

The Troubled Families programme was introduced by the Department for Communities and Local Government to “turn around” the lives of 120,000 families estimated as facing multiple problems in three years. In Devon, this programme is known as the Targeted Family Support Scheme (TFS). The programme aims to:

- Get children back in the classroom
- Get parents back into work
- Reduce crime and anti-social behavior
- Reduce public costs associated with these families

Since the TFS was implemented, many families across the district have been engaged and are receiving support. The scheme has offered a great opportunity for partnership working in the District and has therefore delivered on many levels. Officers from the Housing Service have worked as lead professionals in a number of cases and contributed to positive outcomes in many others.

Providing grant funding to agencies which can provide advice and support to those in housing need

The Council has a strategic grants programme and currently provides funding to a number of agencies which provide advice and support to local people; these include Age UK Tiverton, Cullompton and Crediton, Churches Housing Action Team (CHAT), the Citizen's Advice Bureau and Community Housing Aid Nightstop Service. This programme is reviewed annually and, in the prevailing economic climate, it is likely that the grants will be reduced going forward. However, those agencies currently being provided with grants whose work aligns with Council key priorities are likely to continue to receive some funding in the future.

Continuing to promote energy saving initiatives

The commitment of the Council to supporting initiatives to reduce fuel poverty is stated in the Private Sector Renewal Policy. The Home Energy Conservation Act (HECA) 1995 requires local authorities to make reports from time to time on energy efficiency saving. The latest report, dated 2015, is available to view on the Council's website. This sets out the energy conservation measures that the Council considers practicable, cost effective and likely to result in significant improvement in the energy efficiency of residential accommodation in the District.

The definition of fuel poverty is now measured by the Low Income High Costs definition. A household will be in fuel poverty if:

- They have required fuel costs that are above the national median level
- They would be left with a residual income below the official poverty line if they were to spend the amount required

As at August 2015, it was estimated that over 4,000 households were in fuel poverty in Mid Devon.

Our strategy for addressing this issue, and for improving the housing stock in the private sector, contains three main strands:

- We will provide energy efficiency advice and assistance either directly or through partners. We are members of the Cosy Devon Energy Company Obligation scheme, a partnership involving DCC, Torbay and all the other Districts in Devon and we will continue to support this initiative.
- Green Deal funding, introduced by the Energy Act, provided capital investment in home energy efficiency measures funded by loans repayable

through the estimated savings in the household energy bills. This initiative has come to an end and it is uncertain what new funding streams will be made available, or even if this will be a priority going forward. The Council currently works with Wessex to provide loans to home owners and this could provide assistance to owners of homes which have low levels of insulation and which do not have adequate heating. In particular, it could be used to assist those owners of homes which are defined as hard to treat and/or those located in areas where there is no gas supply to improve energy efficiency.

- We will also submit bids for other capital funding as and when any new funding streams are announced by the Department of Energy and Climate Change (DECC)

This strategy is informed by a need to maintain the diversity and condition of the stock in the private sector in order to support the health and wellbeing of the local community.

Continuing to research “green” initiatives which can be installed in Council homes and which can help to reduce fuel poverty

The Housing Service is committed to investing in our homes to make them more energy efficient and to securing available funding to enable this work to continue. The work undertaken by the Housing Service feeds into the work undertaken to support the Devon Affordable Warmth Strategy. Nearly 1,000 Council properties in the District are not connected to gas and so it is important to explore alternative technologies in order to deliver more efficient, and less expensive, forms of heating.

Progress to date: reducing fuel poverty for Council tenants

The Council has installed solar Photo Voltaic panels (PV) in 1,175 (38%) units within our housing stock. This has reduced the fuel costs of tenants by at least 10%. This project was undertaken in partnership with Anesco Ltd. Energy prices have gone up more than 20% since then but the potential energy savings to Council tenants is still significant. The Council receives a rental income for allowing the panels to be installed on the roofs of its housing stock and the tenant has access to any electricity that is generated by the system.



In addition, an ongoing programme to upgrade heating systems was undertaken to make the housing stock compliant with the Decent Homes Standard. Where possible, all Council-owned open flued gas appliances were removed together with those central heating boilers rated D to G in recognition of the fact that they have low efficiency.

The Council is trying to ensure that there is a joined up approach to the improvement of properties to make them more energy efficient. As a matter of routine, 'A' rated boilers are now fitted in Council homes and there is on-going research into new developments such as boiler controls and insulation. The Council's own workforce is seeking accreditation, which enables them to install certain technologies and claim funding if it is an eligible technology. The new homes let in 2014 in Crediton at Joseph Locke Way and Station Approach, were compliant with level 3 of the Sustainable Code and were fitted with 'A' grade boilers and solar thermal panels to reduce the cost of producing hot water.

Air source heat pumps (ASHP) have been installed in 160 properties. These are central heating systems which extract heat from the air and deposit it in the hot water and central heating system. These technologies can be extremely energy efficient but the new technology and the way the heating is delivered can take some of our tenants a little while to adjust to.

67 properties have been upgraded with solar thermal heating. These are panels fitted to the roof which take heat from the sun to create hot water. They are very effective. They are installed mostly on properties with electric storage heaters. This system should provide significant amounts of hot water in the summer and contribute to lower energy costs in the winter by using available light to raise the temperature of the water, which is then topped up during the E7 or E10 periods. This technology can be linked with any heating system which has a suitable hot water cylinder. They are not usually linked with gas systems, except at the new Crediton properties developed by the Council. The Government has recently opened a scheme titled: "The Renewable Heat Incentive" and a retrospective application is being made to receive this funding.

The Housing Service has fitted Air to Air (A2A) heat pumps to 4 properties on a trial system. A2A heating systems work in a similar way to ASHPs but distribute the heat through fan units in each room. They are simpler to install with a lower capital cost than ASHPs but only suited to smaller properties and not all tenants appreciate the low level noise or movement of air associated with the fan in the wall unit.

The servicing of heat pumps is dealt with in-house by our own plumbers and heating engineers.

95% of our homes with a gas supply have 'A' rated boilers. Gas is our preferred source of heating. The Council is using available funding to extend the number of properties on the mains gas grid. During 2015/16 it is expected that we will move closer to 100% but tenants have the right to refuse works. We promote the cost-

saving benefits of an 'A' rated boiler as opposed to a 'G' rated boiler (up to £250 each year cheaper to run) but sometimes ill-health, advanced age or a fondness for the existing system, determines whether works will go ahead.

The Housing Service is committed to investing in our homes to make them more energy efficient and to securing available funding to enable this work to continue.

Embracing new technology

The Housing Service is keen to maintain its record of trialling new and installing tested renewable or energy saving measures in our properties. The technologies need to be simple, low maintenance and ideally supported by capital funding or have the ability to generate additional revenue through energy tariffs.

We continue to draw in funding from the solar panels that were installed on a significant proportion of our housing stock. We use this money to fund some of the new technology in those properties that currently have none. Wherever possible we also make applications to capital grant schemes to boost the number of renewable technology installations we can achieve.

Our priority properties are those off the main gas network and without solar PV. We will continue to upgrade gas boilers to those of the highest efficiency rating. Where possible we enhance this even further by installing additional technology. One example of this is a small device called the CombiSmart. This helps to conserve water that would otherwise be wasted each time the hot tap is turned on. Waiting for the boiler to kick in can waste water and gas. The CombiSmart helps reduce the flow of water until it is up to temperature. Typically 7-10 litres of water goes down the drain before it's considered hot enough to use. It costs more than £5/m³ to transport water to and from a domestic property. Every time someone lets it run down the drain without using it, they are wasting money. We're helping to reduce that.

We recently accessed a stream of funding from Wales & West Utilities. We can use this money to extend the gas mains and bring gas central heating to many new properties. Unfortunately this doesn't mean that the more rural areas will get gas, only those next to an existing supply.

As we become more knowledgeable about the heating technologies available to those properties without gas, we improve the choices we make. Air source heat pumps are no longer the standard for 'all electric' properties. Smaller flats and bungalows are just as likely to have new highly efficient Quantum (electric storage heating) panels installed. The hot water is then provided by solar thermal panels linked to a highly insulated cylinder. We can now also redirect unused solar generated electricity directly to a special immersion heater.

As new or untried technology becomes available to us we evaluate its effectiveness and cost. Current and recent trials include Infra-Red heating panels in the ceiling;

ground source heat pumps, where boreholes are drilled over 100m into the earth to extract low but constant levels of heat; hybrid ASHPs/gas boilers; battery storage for PV; and grey water recovery, where shower/bath water has the residual heat extracted and is then filtered and purified to be reused to flush toilets.

So many technologies exist but not all are suitable. We try to be even handed about where the technology goes but the reality is that not everything is practical or affordable. We will continue to provide modern, efficient heating to achieve the standards required as a social landlord and where possible go beyond this, helping reduce household running costs to a minimum by installing as many energy saving measures as practicable.

Giving advice on housing options

The Housing Options team will provide those people who need rehousing with appropriate advice and support. Prior to giving advice, they will take into account the income of the client and make reasonable suggestions regarding how they can resolve their housing problem. This may involve directing them to the private sector, providing a loan to assist with paying the deposit and suggesting that those tenants needing to move, for whatever reason, consider a mutual exchange. Mutual exchange can be an effective way in which tenants can resolve their own housing need and the Council subscribes to the HomeSwapper scheme to facilitate these.

The team will also work with RPs to provide good quality advice and assistance to tenants whose flexible or fixed term tenancies will not be renewed at the end of the fixed term, for whatever reason.

Appendix 1 - The Strategic Context

Government policy relating to the national housing strategy was set out in “Laying the Foundations – A Housing Strategy for England” which was issued in November 2011 <http://communities.gov.uk/documents/housing/pdf/2033676.pdf>

This document confirmed the view that housing supply was a key issue and that the development of new homes could be a driver for economic growth. It also promoted the concept of meeting needs and aspirations through housing on the basis that the value of the asset can unlock opportunities and enable wealth to be cascaded from one generation to the next. A number of new initiatives were introduced including an equity loan scheme to assist first time buyers, known as FirstBuy, and a Growing Places Fund where finance was made available for infrastructure and for builders. In addition, a range of measures was also introduced to encourage new development:

- An ability for builders to challenge planning obligations contained in legal agreements setting out social benefits from development under section 106 of the Town and Country Planning Act 1990 (s106 agreements) on stalled building sites. In addition, builders can challenge the viability with a consequence of a reduction in the offsite financial commitment.
- A means of freeing up public sector land for 100,000 homes
- Land auctions

The National Planning Policy Framework

In 2012, the Government also revised national planning policy, replacing over 1,000 pages of guidance with the 50 page National Planning Policy Framework (NPPF). The NPPF contains a presumption in favour of sustainable development which should be seen as the “golden thread running through both plan-making and decision-taking”. The Localism Act, introduced the year earlier in 2011, contained new freedoms and flexibilities for local government and new rights and powers for communities and individuals. The framework set out nationally important issues and halted government involvement in regional and more local strategies.

Practical support was also made available through a number of funding streams which were identified in the government housing strategy including:

- Short term finance, available specifically for self- builders
- A budget to bring empty properties back into use
- The Affordable Homes Programme which is the main affordable housing funding stream. This is operated by the Homes and Communities Agency (HCA) and sets out how affordable housing will be delivered to support the Housing Strategy. The new framework introduced the new Affordable Rents model where rents are charged at 80% of market rents and the additional

income generated used for affordable housing provision, some of which should be set aside for community led development projects.

Mainstream providers are now expected to assist and facilitate the process of community led housing projects. This could involve project management, development agency, financing joint venture partnerships and even final incorporation of the new community into the group structure of a Registered Provider (RP) of social housing (this would most probably be a housing association).

All community housing is different and there are many different models. In Mid Devon, there are some very vibrant community housing groups. For example, the Community Land Trust (CLT) at Hemyock worked with Hastoe Housing Association to deliver twelve new homes and the CLT at Cheriton Bishop is working with Teign Housing to deliver 8 new homes.

Government proposals included encouraging a thriving private rented sector by the provision of fiscal incentives to encourage large institutional investors, and addressing issues of quality and safety.

The Localism Act 2011

This Act devolved more power away from central government to local authorities. It gave local people more power to challenge decisions relating to housing and planning. It introduced a general power of competence which allows local authorities to respond to the needs and aspirations of the communities in their areas.

Localising planning

Regional spatial strategies were abolished. These had imposed building targets on local authorities. Instead, the Duty to Co-operate was placed on councils which requires them to co-operate effectively and on an on-going basis on cross-boundary matters which impact on their respective local plans. Housing growth is now based on meeting the objectively assessed need for housing, taking account of household and population projections, migration and demographics as well as addressing the needs of all types of housing. Local plans are expected to cater for this calculated housing need.

Neighbourhood development plans were introduced to sit beneath local plans. Local authorities must provide advice and support to communities wishing to prepare a neighbourhood plan. These neighbourhood development plans must be approved if they receive 50% of the votes cast in a referendum.

There is now a *Community Right to Build*, where a neighbourhood development order can be made to allow communities to approve development without requiring normal planning consent. Building regulations were reviewed and the Green Deal was introduced to boost retrofit schemes.

Councils may choose to raise funding for infrastructure through adoption of a Community Infrastructure Levy (CIL) charging schedule. Finance towards affordable housing provision may not currently be raised through CIL. It does not replace s106 agreements (also known as planning obligations) but will make provision for financial contributions to be pooled and put towards a certain infrastructure project or type of infrastructure. Section 106 agreements still apply on strategic sites.

The *New Homes Bonus* was introduced to provide an incentive for growth and to provide funding for communities where an increased population in the area could result in deterioration in the level of public services and other amenities. It was introduced in April 2011 and provides an additional sum for the following six years. The Government has stated that this money should be used to deliver demonstrable community benefits. The New Homes Bonus is for a limited time only, ending in 2017.

Local retention of business rates: The aim of the scheme is to encourage billing authorities to support business growth in their areas.

The Community Right to Bid: this enables buildings or land to be listed by the local authority as an asset of community value. Local authorities are expected to maintain a list of Assets of Community Value.

Localising social housing

The Localism Act heralded major changes to the social housing system. It was hoped that more decisions about housing would be taken locally and that the system would become fairer and more effective. The Council has published a Tenancy Strategy, as required by the Act, setting out the matters RPs of social housing should have regard to when formulating their tenancy policies. The main areas covered include affordable rents, disposals, conversions and the introduction of flexible and fixed term tenancies.

The housing provisions of the Localism Act can be summarised as follows:

- **The Reform of Social Housing Regulations:** The HCA became responsible for the regulation of social housing
- **Complaint Management:** Responsibility for reviewing complaints passed to the Housing Ombudsman Service
- **Making better use of social housing:**
 - A new form of tenure was introduced to make better use of scarce resources – flexible/or fixed term tenancies
 - A national mobility scheme was introduced to assist tenants to move to other areas in order to access greater work opportunities
 - Local authorities were given the ability to discharge their duties to homeless people by using private rented accommodation
 - Local authorities were given more freedom to set their own policies regarding qualification for housing in their areas and increased priority for service personnel
- **Council house finance** was reformed by allowing local authorities to borrow against the value of their housing stock and abolishing the subsidy system

RPs were given new powers to enable them to make best use of stock. For example, squatting became a criminal offence and new tools to tackle anti-social behaviour including tenancy fraud were introduced. Following the Localism Act, funding was provided to assist troubled families. This scheme became known as Targeted Family Support in Mid Devon and was rolled out across the District following a successful pilot in Tiverton.

There have been steps to improve the accuracy of rough sleeper counts and to roll out the “No Second Night Out” initiative as a means of reducing rough sleeping.

The Coalition Government attempted to increase voluntary transfers of Council housing stock to other RPs and endeavoured to raise the profile given to the Right to Buy scheme by encouraging landlords to promote this. In addition, discount limits were increased and it was announced that a new home would be built for each one sold.

Welfare Reform Act 2012

The Act introduced a number of changes which had a significant impact upon the income of those in receipt of benefits and consequently RPs of social housing.

These included:

- The spare bedroom deduction of Housing Benefit for those claimants of working age who are under-occupying their homes and currently set at 14% if one room is spare and 25% if two or more rooms are spare)
- The benefit cap for claimants of working age which was set at the level of the average (after tax) earnings of working households
- The introduction of direct payments of Housing Benefit to tenants except in cases where the tenant is vulnerable; through the introduction of Universal Credit where claimants receive one lump sum paid in arrears in respect of their benefits. This was introduced to give claimants an opportunity to organise their own finances as they would if they were in work.
- Other changes included more stringent sanctions; the introduction of Personal Independence Payments to replace Disability Living Allowance (DLA) and time-limited payments of contributory Employment & Support Allowance (ESA) for all but the most sick and/or disabled.

The spending review: July 2013

The economic situation had a profound impact on national housing policy and this was reflected in this spending review and related announcements issued in the summer of 2013. It was announced that overall public expenditure was to remain very constrained and welfare reform continued. The capital available for infrastructure was increased. The Coalition Government aimed to encourage more

new build housing by ensuring that housing associations could maximise borrowing capacity. There was a stated intention to ease planning rules and to make the HCA the default disposer of public land.

Other measures arising from the spending review included:

- Social rents to be increased using a new formula based on the consumer price index (CPI) + 1% over the next ten years
- £3.3billion made available for affordable housing and a budget of £400million earmarked for the new affordable rent to buy product
- £100million made available for stock transfers

The Department for Communities and Local Government (DCLG) budget was cut by a further 10% (having already been cut by 60%) and Council tax was frozen for a further two years.

Further welfare reforms were announced. For example, claimants were required to sign on weekly, rather than once every two weeks

Further welfare reforms were introduced; for example, jobseekers were required to wait a week before receiving any payments after losing a job. However, there were some concessions around direct payments designed to support social landlords, as the direct payment demonstration projects showed increased arrears.

The Autumn Statement 2013

In order to support the development of 10,000 new affordable homes, it was announced that local authority borrowing caps were increased by £150million in 2015/16 and £150million in 2016/17. The role of local enterprise partnerships (LEPs) in enabling the development of new homes was recognised, through the changes to the borrowing caps and plans to unlock stalled development sites. The Chancellor also announced a commitment to retain at least £55m in discretionary housing payments to support tenants affected by the removal of the spare bedroom subsidy in 2014/15 and 2015/16.

Other relevant announcements:

- ❖ A 6 year programme to unlock new large housing sites.
- ❖ A consultation on a “right to move” for tenants who need to relocate for employment reasons.
- ❖ Right to Buy Agents were announced to help households to complete the purchase of their Council home.
- ❖ An exploration of the options relating to housing estates in need of regeneration, which could be achieved through repayable loans.
- ❖ A consultation on potential changes to the New Homes Bonus, which would introduce mechanisms to withhold payments where planning applications are only approved on appeal. This is part of a range of measures designed to remove barriers to the building of new homes in the planning system.
- ❖ Further details relating to the cap on welfare spending.

A new Conservative Government was elected in May 2015 and in July 2015, in an emergency budget, the Chancellor announced further changes which will have a significant impact upon the social housing sector.

Rent reduction

It was announced that RPs of social housing would have to reduce their rents by 1% from April 2016 until 2020. The changes mean an end to a rent formula agreed in 2013.

As at end of July 2015, reports are indicating that this will result in an 11% – 15% reduction in average rents by 2020/21 compared to current forecasts. This has the potential to undermine the ability of both Councils and housing associations which work in Mid Devon to deliver new build developments given the impact it could have on long-term business viability. The rental income received by the Council is approximately £12million per annum. There is likely to be a significant reduction of income totalling £5million estimated cumulative rent loss over years 1-4 and £80million estimated cumulative rent loss over years 1-30. The Chancellor expressed the view that the social housing sector can make efficiency savings to enable them to manage the reduction.

This policy is likely to be included in the Welfare Reform Bill due to be passed in September 2015, which means that RPs will not be able to mount a legal challenge against the proposal.

Observers are currently suggesting that anything between 14,000 (the Office for Budget Responsibility) and 27,000 (National Housing Federation) less affordable homes are likely to be built nationally over the four year period when the reduction in rent is to be implemented.

The Council will need to review plans for future investment in the housing stock, how we deliver housing services and in particular how we will finance the development of new housing stock. Other RPs working in the District will also need to review their business plans.

Pay to Stay

Tenants on higher incomes will have to pay the market rate or near market rent for their homes. The threshold will be £30,000 in Mid Devon and will come into effect from 2017/18. Under the new, compulsory scheme, which the government estimates will save £365million in 2017/18, local authorities will have to pay the extra cash raised to the Treasury, therefore, contributing to deficit reduction. It is anticipated that around 340,000 renters out of England's 3.9 million social tenants are likely to be affected.

However, the implementation of higher earners paying market or near market rents is likely to be problematic. The Council cannot insist that our tenants provide information regarding household income. In fact, few RPs hold data on their tenants' earnings. The government will publish more details on how the scheme will work in due course.

Security of Tenure

A further review of security of tenure in social housing is planned. It will also look at whether certain groups of tenants could be exempted from proposals to limit lifetime tenancies; for example, those in supported housing. It is yet to be confirmed whether or not the policy could be applied to existing tenancies. The Council's strategic housing policy enables RPs to use flexible or fixed term tenancies in the District.

Welfare reform

Further changes to the welfare system were announced in July 2015:

- ❖ A four year freeze on welfare payments. Working age benefits will be frozen from 2016/17 for four years to 2019/20. This is forecast to save £4 billion a year by 2019/20. This will apply to Jobseeker's Allowance, Employment and Support Allowance, Income Support, Child Benefit, applicable amounts for Housing Benefit and Local Housing Allowance.
- ❖ The benefit cap will reduce from £26,000 to £20,000 in Mid Devon. Benefit for housing costs is the first payment cut if a household is affected by the cap. It should be noted that the date for implementation of the new policy was not included in the Budget report.
- ❖ The removal of the family premium. This is an extra payment for households with children.
- ❖ From April 2016, the Government will reduce the level of earnings at which a household's Tax Credits and Universal Credit award starts to be withdrawn for every pound earned. This will affect tenants in work on a low income.
- ❖ Tax Credit and Universal Credit support will be limited to the first two children from April 2017. Multiple births, for example, where there are triplets will be excluded from the limit. This will impact on larger families as this will limit the amount of benefits received therefore reducing their overall income.



- ❖ From April 2016, Housing Benefit claims will be backdated for a maximum of 4 weeks. This is a change from the current limit of 6 months, depending on the claimant's circumstances. These changes will put the onus on the claimant to take greater responsibility for paying their rent on time. This is likely to have an impact upon the revenue of the Housing Service and other RPs in the District as not every tenant is able to submit their claim for Housing Benefit on time, or to provide the necessary evidence when requested to do so.
- ❖ From April 2017, those out of work aged 18-21 who make a new claim for Universal Credit will no longer automatically be entitled to the housing element. There will be some exemptions to this rule; however this highlights a potential risk relating to increased rent arrears.
- ❖ There will be a further £800 million of funding available to local authorities to make Discretionary Housing Payments over the next 5 years, which can be used to support vulnerable claimants of Housing Benefit
- ❖ People aged 18-21 will be required to "earn or learn". However, there will be some exceptions to this rule. Those claimants in receipt of Universal Credit will have to apply for an apprenticeship or traineeship, gain work-based skills, or go on a work placement 6 months after the start of their claim.

Given the forthcoming changes, the challenge for the Council as the strategic housing authority and RP of social housing will be to assist social housing tenants and housing applicants with reviewing their household budgets. Many of these people may find their household incomes adjusted by these changes. There is a need to mitigate against the risk of an increase in the level of people approaching the Council as homeless; and a reduction in the level of income into the Housing Service.

From April 2016 the government will introduce a new National Living Wage of £7.20 for over 25's rising to £9.00 an hour by 2020. The government recognised that the new National Living Wage may increase costs for some businesses. This could have a detrimental impact upon small businesses, in particular, in Mid Devon. However, from April 2016, National Insurance Contributions (NICs) Employment Allowance will commence not from £2,000 but £3,000 with the aim of helping employers with additional wage costs.

Following the summer budget in 2015, the government published further details relating to its plans to improve the nation's productivity. The plans were explained in a document called: "Fixing the Foundations: Creating a More Prosperous Nation" which set out proposals designed to encourage long-term investment, and to promote a dynamic economy.

The plans focused on changes to the planning system and indicated a very clear shift to the provision of homes solely for home ownership. In particular, it was made

clear that the government is supporting the building of more new homes for home ownership. Low cost homeownership for first time buyers has become a priority. Reform of the planning system will support this. The extension of the Right to Buy to housing association tenants was also proposed.

Appendix 2 - Local Context



Mid Devon

Mid Devon is a sparsely populated area of 352 square miles (913 sq km) in an inland area of South West England. It extends from the edges of Dartmoor in the South West to Exmoor in the North East. It is a predominantly rural area and whilst the majority of the population (total: 77,500) is located in three main towns: Crediton Cullompton and Tiverton a large number of residents live in the rural areas outside these towns. The principal concentration of people is in the eastern part of the District, where the market towns of Tiverton and Cullompton lie within 6 miles of each other.

The significant urban areas of Exeter (total population: 137,087) and Taunton (total population: 60,479) are just beyond the Southern and Eastern boundaries of the District respectively. Major East-West lines of communication run through Mid Devon, including the M5, the A361, the A30 and the Great Western Mainline Railway. However, transport in rural areas can be a problem for some families.

The recently published Strategic Housing Market Assessment (SHMA) for the Exeter area established housing requirements in four local authority areas, over the twenty year period from 2013 to 2033 – East Devon, Exeter, Teignbridge and Mid Devon. This in-depth study, which reviewed housing issues in Mid Devon and the other local authority areas, enables the Partner Authorities to understand the nature and level of housing requirement within their local areas.

Population

Population change, 2001 – 2011

	Population 2001	Population 2011	Absolute change	% Change
Mid Devon	69,774	77,800	+8,026	+11.5
South West	4,928,434	5,288,900	+360,466	+7.3
England	49,138,831	53,012,500	+3,873,669	+7.9

Source: ONS Census (2001/2011)

The growth in the population of Mid Devon district rose by over 11% in the period from 2001 to 2011 from 69,900 to 77,500 people; 49% are male and 51% female. This rate of growth is significantly higher than the rates for England and the South West. Minority ethnic groups make up over 1% of the population. The proportion of those born in the UK decreased from 97% in 2001 to 95% in 2011.

Proportion (%) of the population by age, 2011

	Pop aged 0-14 (%)	Pop aged 15-24 (%)	Pop aged 25-44 (%)	Pop aged 45-64 (%)	Pop aged 65+ (%)	Average age (years)
Mid Devon	17.3	10.7	22.8	28.8	20.4	42.3
HMA* area	15.3	12.7	22.5	27.3	22.2	43
England	17.6	13.1	27.4	25.4	16.5	39.4

Source: Census 2011

*HMA: housing market assessment

Dwellings

The 2011 Census found that there are 33,990 dwellings in Mid Devon.

Existing stock by property type (%)

	Mid Devon	Devon	South West	England
Detached	38	35	30	22
Semi-detached	25	25	27	31
Terraced	20	23	23	25
Flat/ maisonette	16	16	19	22
Other	1	1	1	0

Source: Census 2011

Tenure Profile 2011

	Mid Devon	Devon	South West	England
Owner occupied	69.1	70.2	67.4	63.4
Shared ownership	0.9	0.8	0.8	0.8
Social rent	12.6	11.2	13.3	17.7
Private rent/ other	17.4	17.8	18.5	18.1

Source: Census 2011

Housing across all tenures is assessed against the Decent Homes Standard. This contains four criteria and all properties will have them if they are “decent”. To meet the criteria, a property will be in a good standard of repair, have a reasonably modern kitchen and bathroom and must have effective insulation and efficient heating.

The Housing Health and Safety Rating System (HHSRS) sets standards for acceptable accommodation and assesses hazards. Hazards may be categorised

into category 1 or category 2 hazards. If there are any category 1 hazards found within a property, the Council may take action to ensure that these are put right. The SHMA contains the following information derived from a 2009 study undertaken by the South West Regional Assembly: "The Condition of Private Sector Stock in the South West".

Meeting the Decent Homes Standard

Area	% Non-Decent	Reason for non-decency			
		Reasonable repair	Thermal comfort	Modern Amenities	Cat 1 Hazards
Mid Devon	42.8	9.9	35	0.7	29
Devon	32.8	11.5	23.9	1.6	20.2
South West	21.7	10.3	18.5	2.2	15.5

Economy

The 2011 Census showed that 17% of those employed in Mid Devon work in the wholesale or retail trade or in motor vehicle repair. This compares to 16% of people in Devon and 16% of people in England and Wales. Manufacturing is also important (employing 10% of people in the District compared to 8% in Devon and 9% in England and Wales). Although farming makes up only a small proportion of the economy as a whole, there is a higher proportion of people (6%) working in agriculture, forestry and fishing than in other Devon districts and in England and Wales, as a whole (both 1%).

The unemployment rate had increased to 3% of the working age population at the date of the Census in 2011 but unemployment remains low compared to national figures. Mid Devon shows a high rate of self-employment with 15% being self-employed compared to 14% in Devon and 10% in England and Wales. 16% of the population is retired compared to 18% in Devon and 14% in England and Wales.

According to the Census in 2011, 14,167 residents in Mid Devon work within the District. After that, the main place of work for local people in Mid Devon was Exeter, followed by East Devon.

Affordability and the Mortgage Market

The average house price in the South West in 2013, according to the NHF publication Home Truths 2014/15, was £228,420 which gives a house price to earnings ratio of 9.6 compared with the UK average ratio of 9.5. In Mid Devon the average house price was £223,632 and, mean annual earnings in 2013 were £21,554 making the ratio of house prices to incomes 10.4.

The income required for an 80% mortgage in Mid Devon in 2013 was £51,116. Mortgage as a percentage of income stood at 34.9% in the fourth quarter of 2012 in the South West compared to the UK average of 28.1%. The HCA considers a 45% household debt to net income ratio affordable in terms of home ownership yet not

over stretching in order to allow buyers to adapt to market changes in mortgage interest rates.

According to the SHMA, house prices grew by 121% in Mid Devon over the period from 2000 to 2013, compared with 124% across the housing market assessment area and 124% across Devon.

Nationally, there is concern that house price inflation in the last decade was driven by long-term chronic under-supply of housing to meet the needs of a growing population. As a result, the Government is now trying to stimulate house building activity and is also encouraging councils to build new homes.

Average monthly private rents – December 2014

Area	Median (£)	Lower Quartile (£)
Mid Devon	595	500
HMA* average	643	538
Devon	625	525
South West	650	525
England	595	475

Source: VOA report December 2014

*HMA: housing market assessment

Current housing need in Mid Devon

The SHMA provides an objectively assessed statement of housing need in Mid Devon. The lower end of the range is 359 per annum and the higher end of the range is 381 per annum; the mid-point is 370 per annum. The emerging local plan will take account of this projection.

The Council uses the countywide Choice Based Lettings scheme, Devon Home Choice, to allocate social housing. The scheme has been revised to reflect the bedroom occupancy changes made in the welfare reforms.



As at 1 April 2015, there were 2,131 applicants registered with Mid Devon on Devon Home Choice.

The applications are assessed and put into one of five bands, these being A, B, C, D, and E. Those in the 'A' band are those needing emergency accommodation. The 'B' band applicants have a high housing need and those in the 'E' band have no housing need.

Number of households in housing need (Bands A to D) as at 1 April 2015

	Band A		Band B		Band C		Band D		Total	Band E	
	No	%	No	%	No	%	No	%		No	%
Mid Devon	0	0	194	20	306	32	462	48	962	1,169	55
Total DHC	24	0	3,801	20	5,141	27	9,935	53	18,901	13,978	43

Source: DHC Quarterly Monitoring Report (April 2015)

Only 48% (962) of those cases registered on DHC are in housing need. 55% (1169) of cases registered have no housing need.

Bedroom need of applicants in housing need (Bands A to D) as at 1 April 2015

	1 Bed		2 bed		3 bed		4+ beds		Total
	No	%	No	%	No	%	No	%	
Mid Devon	490	51	280	29	121	13	71	7	962
Total DHC	10,887	58	4,872	26	2,018	11	1,124	6	18,901

The DHC scheme offers an assessment framework and, as previously stated, housing applicants are placed into five bands according to their need. Those with no housing need are placed into Band E. Other housing authorities in Devon no longer operate a Band E. As at July 2015, Members are reviewing the situation in Mid Devon and, as a result, the Council may well amend the DHC scheme and decide against placing those with no housing need on to the housing register.

During 2014/15, 280 general needs units and 30 homes for vulnerable people were let by the Council and other RPs in Mid Devon (making a total of 310). It would appear that there is a high proportion of housing applicants who have a need for one-bedroom accommodation and therefore RPs who are developing new homes for rent need to take this into account.

The present system allows some flexibility to give preference to certain groups, such as transferring applicants or existing tenants, who need to downsize. The removal of the spare bedroom subsidy for Housing Benefit claimants can be seen to have increased the number of people seeking one-bedroom accommodation in the District.

Affordable Housing

The SHMA assessed the social and affordable rented need by bedroom size:

	Bedroom size (%)			
	1 bed	2 beds	3 beds	4 beds +
Mid Devon	45	40	15	

The SHMA also assessed under-occupation in the social rented sector in Mid Devon as 10.4%, which represents 429 units. It also found that 218 households, or 5.3%, were living in overcrowded conditions.

The SHMA contains an assessment of specific affordable housing needs. It established a need for 124 affordable homes each year.

It was noted that there is a shortage of larger homes available for families in the District and that new social/ affordable rented delivery should target under-occupied three/ four bedroom houses to help address the needs of larger families, especially those who are over-crowded and also be linked to the strategies for older people.

During 2014/15, 12 empty homes in the District were brought back into use to add to the overall level of housing supply.

The Council is currently working with 18 other RPs in the District (see Appendix 5) to provide affordable homes for those in housing need. Affordable housing is defined as social rented, affordable rented and intermediate housing, provided to eligible households whose needs are not met by the market. The government definition contained within the NPPF states that: "Eligibility is determined with regard to local incomes and local house prices. Affordable housing should include provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision".



Deprivation

The Indices of Deprivation (2010) provide a relative measure of deprivation in small areas across England. They are based on the concept that deprivation consists of more than just poverty and that a lack of resources and opportunities also have an impact. All the district-level authorities in England were ranked and Mid Devon was ranked at 155 out of 326. It was found that there are three wards in Tiverton which are in the most deprived quartile.

Appendix 3 - Planning policies in Mid Devon

The Council has an adopted Local Plan which is in three parts. The adopted Local Plan covers the period 2006-2026 and sets the policy framework against which planning applications are determined within Mid Devon. The first part, the Core Strategy (adopted 2007) sets the spatial strategy and distribution of development across the District. The Allocations and Infrastructure Development Plan Document (adopted 2010) sets out the infrastructure requirements and allocates land to meet the need for housing, employment and other development. The Local Plan Part 3: Development Management Policies (adopted 2013) sets policies to guide development management decisions including design, housing standards, parking and environmental considerations.

National policy requires plans to be kept up to date to take account of the latest evidence and Government guidance. The Council has been preparing a new plan which once adopted will supersede the three parts of the existing Local Plan. The Local Plan Review covers the period 2013-33. A consultation on the version of the Local Plan Review proposed for submission concluded in the Spring of 2015. There were just fewer than 1,000 responses and where appropriate the draft document is being amended to take account of any significant issues raised. The plan is due to be submitted to the Secretary of State in early 2016 upon which an examination process will be initiated. It is anticipated that the document will be able to be adopted in 2016.

The Local Plan Review will set out the housing need for the period of the plan. The Housing Strategy will take account of the figures in the final Local Plan. The Local Plan Review reflects the Government's review of housing standards which introduced a new national standard for dwelling sizes, which has been incorporated into the document. Minimum standards for building accessibility are also included which will replace the Lifetime Homes requirements set out in the current adopted plan. Policies setting out a requirement for 5% of plots on sites of 20 or more dwellings to be made available for self-build and the provision of low cost self-build plots in rural areas are also proposed.

The Meeting Housing Needs Supplementary Planning document <http://www.middevon.gov.uk/CHttpHandler.ashx?id=18182&p=0> contains more guidance for developers who wish to build in the District and confirms the target of 2,000 or more affordable dwellings during the period from 2006-2026. It states that the Council will seek the majority of social rented housing (60%) where affordable housing is to be provided and 40% intermediate and affordable rent housing. New housing developments should contain a mix of dwelling sizes and this is specified. It is anticipated that this document will be reviewed following adoption of the Local Plan to ensure it is up to date and aligns with the Local Plan and latest Government policy.

Appendix 4 - Housing Strategy Action Plan

Priority /Action	By Whom	When?
Delivering affordable housing		
Exploiting opportunities to meet the overall demand for housing in the District:		
In partnership with other RPs and other partners to enable the delivery of new affordable homes	Housing Enabler & Business Support Manager	Ongoing until 2018
Working alongside the Planning Service, with registered providers and developers, to facilitate new development which delivers the right amount and type of affordable housing on site. Where off site contributions are necessary, make reference to the economic viability assessment.	Housing Enabler & Business Support Manager	Ongoing
Develop a strategy for the spend of S106 contributions or provide affordable housing and to achieve value for money	Head of Housing & Property Services	Ongoing
In partnership with Exeter City Council, work to address issues relating to empty homes	Private Sector Housing (Lead Officer)	March 2016
Provide pitches for gipsies and travellers to address needs identified in the GTAA 2015	Head of Housing & Property Services Head of Planning & Regeneration	Ongoing

Priority /Action	By Whom	When?
Continue to work with the Devon Rural Housing Enablers to undertake Housing Needs surveys in rural communities	Housing Enabler & Business Support Manager	Ongoing
Making better use of existing housing stock		
Undertake a stock condition survey and other investigations, as specified in the private sector renewal policy	Private Sector Housing (Lead Officer)	March 2016
Identify funding opportunities which can be used to assist home owners	Private Sector Housing (Lead Officer)	September 2014 ⁵ and ongoing collaboration with other Devon LAs
Use housing renewal powers to address poor conditions in the housing stock in the private sector	Private Sector Housing (Lead Officer)	Current and continual development
Review of provision of adapted social housing properties in the District	Housing Options Manager and Housing Enabler & Business Support Manager	December 2016
Implement recommendations made by Members in relation to DHC scheme & Band E	Head of Housing & Property Services	March 2016
Continue to deliver high levels of performance in relation to the management of the housing stock	Housing Services Manager & Building Services Manager	On-going
Continue to develop & review policy and procedure to take account of legislative changes and good practice	Housing Services Manager, Building Services Manager & Housing Policy Officer	On-going
Restructure the Building Service unit to ensure it is future-proof and fit for purpose	Building Services Manager	March 2016
Annually, review 5 year and 30 year Asset Management Strategy and implement adjustments to take	Building Services Manager	By March 2016, 2017, 2018, 2019,

Priority /Action	By Whom	When?
account of new data, legislative requirements and budgetary constraints		2020
Further development of the integrated housing management system to facilitate more efficiency and effectiveness	Housing Services Manager & Building Services Manager	March 2016
Implement an asbestos inspection regime to check the condition of the asbestos containing materials that have been deemed low risk and left in situ	Building Services Manager	March 2016
Ensure that the Housing stock remains 100% Decent year on year	Building Services Manager	Ongoing
Review policies relating to the management of former tenant arrears	Housing Services Manager	March 2016
Facilitate and support involved tenants to undertake one service review annually	Community Support & Initiatives Team Leader	Ongoing
Preventing homelessness		
Review downsizing scheme	Housing Services Manager & Housing Options Manager	March 2016
Update info relating to homelessness advice service and prevention	Housing Options Manager	March 2017
Work with partner agencies to identify gaps in provision and funding	Housing Options Manager	March 2017
Develop management systems to measure the impact of homeless prevention advice	Housing Options Manager	December 2015
Work with RPs on strategies	Housing Options Manager	Ongoing

Priority /Action	By Whom	When?
relating to tenancy sustainment to reduce evictions		
Working in partnership, further develop the approach to the prevention of youth homelessness to ensure that young people have a range of options open to them and also the support of statutory organisations	Housing Options Manager	Ongoing
Working with the Devon & Cornwall Housing Options Partnership to put in place strategies to ensure that flexible and fixed term tenants whose tenancies will not be renewed are supported whilst they find alternative accommodation	Housing Options Manager	March 2016
Work with private landlords with a view to investigating whether it would be possible to utilise the private rented sector for discharging the homeless duty	Housing Options Manager	March 2017
Continue attending MARAC meetings and develop a closer working relationship with MAPPA	Housing Options Manager	Ongoing
Review the use of temporary accommodation for homeless households and review alternatives to avoid the use of B&Bs	Housing Options Manager	March 2017
Managing the impact of an aging population		
Actions identified in the older person's strategy	?	
Further development of handyman service, especially in the private sector	Building Services Manager	Ongoing
Reducing the impact of welfare reform		

Priority /Action	By Whom	When?
Green initiatives WB to provide a couple of targets	Building Services Manager	
Review structure of the Neighbourhood teams to ensure that support is available for tenants experiencing financial difficult	Housing Services Manager	March 2017
Develop the service offered by the Community Housing Support Officers	Community Support & Initiatives Team Leader	Ongoing
Assist tenants affected by welfare reform who need to move to alternative accommodation by providing housing options advice	Housing Options Manager	Ongoing
Monitor the impact of the introduction of Universal Credit and also the changes to Housing Benefit which will affect those under 22	Housing Services Manager	March 2018

Appendix 5 - Registered Providers working in Mid Devon

Affordable Homes UK
Abbeyfield Society
Affinity Sutton
Aster Group
Cornerstone Housing
Devon and Cornwall Housing Group (Tor Homes manages Devon Stock)
Falcon Rural Housing
Guinness Hermitage
Heathcoat
Hastoe Housing
Housing 21
Magna West Somerset Housing Association,
Newcombes HA
Persimmons
Raglan Housing
Sanctuary Housing
Sarsen / Aster
Spectrum Signpost
South Western Housing Society
Sovereign
Tiverton Almshouse Trust
Twyford Trust Tiverton
Westcountry Housing
Yarlington Housing Group
William Sutton HA

Appendix 2

Summary of feedback comments

We would like to thank everyone who read the draft housing strategy and provided feedback

Comments relating to specific parts of the housing strategy were as follows:

	Comment Made	Response
1	The draft housing strategy is very clear in terms of setting out the priorities for the Housing Service	Noted
2	The draft housing strategy is considered to be very well presented and in terms that the layman could understand Some typographical errors were also identified, which have been addressed	Noted
Priority One: Delivering Affordable Housing		
3	Affordable housing should be “pepper potted” on sites, even those which are very small	It is our policy to support “pepper potted” in accordance with our Meeting Housing Needs SPD
4	Affordable housing for key workers is important for sustainability of communities	We allocate in accordance with the provisions of the Devon Home Choice Scheme (DHC). Some authorities in Devon give preference to those who make a contribution to the local community but at this stage there are no plans to do this in Mid Devon following a review of our allocations scheme by Members of our Decent & Affordable Homes Policy Development Group. However, we do give priority in some cases to those with a local connection and

		employment in the local area can be counted as a local connection.
5	Key workers may benefit from shared equity schemes	Noted but we are dependent upon registered providers (RPs) making a decision to develop this type of accommodation and there is only a limited range of mortgage products available to those people who wish to buy into this housing tenure which can be problematic.
6	The targets for new homes must be achieved especially as there are many housing applicants aged 50+	The Council will do all that it can to build new homes and to enable other RPs to provide new homes in the District. The Local Plan Review is the mechanism by which the Council sets out its strategy to deliver this requirement in full (the Inspector at the plan's examination will want to test that the need for affordable housing is met by the plan)
Priority Two: Making Better Use of Existing Housing Stock		
7	<p>Providing Decent Homes for the Vulnerable</p> <p>Concern about space within new homes leads to a recommendation that new government guidelines relating to space standards are incorporated in the Housing Strategy to ensure new homes are fit for purpose</p>	The issue of dwelling size is one that the Council takes seriously and MDDC has implemented mechanisms through planning policy to ensure minimum standards are delivered. This included the adoption of a "dwelling size" policy in 2013 which set minimum size standards for all newly constructed properties. This would be assessed at the planning application stage. Following the subsequent introduction of the National Dwelling Size Standard, the Council has now moved to implement this new standard instead of that set locally in 2013 and it is against this standard that

		current planning applications are being determined.
8	<p>Provision of affordable housing</p> <p>There is support for the commitment to develop new homes but the target stated in the Housing Strategy must be a minimum requirement due to high levels of housing need in the District</p>	Noted
9	<p>Additional development of small units including a quota of affordable housing near to rural villages would help meet housing need</p>	<p>The Local Plan Review proposes to allocate 24 sites within or on the edge of 22 designated villages within Mid Devon. These will provide a mix of market and affordable dwellings. Planning policy also allows “exception sites” to come forward on the edge of rural settlements without the need for allocation. These would provide primarily affordable housing to meet a local need.</p>
10	<p>Using DFGs to help those who need adaptations to remain in their own homes, if appropriate</p> <p>More publicity is required to increase awareness of this scheme</p>	<p>The Council has a budget for adaptations required by Council tenants.</p> <p>We have a good relationship with Occupational Therapists who will refer clients in both the private and public sectors if they are in need of adaptations.</p>
11	<p>Housing those in housing need</p> <p>Housing providers should give preference to some key workers when allocating homes</p>	<p>The Council has a housing strategy which sets out how we expect RPs to use fixed term tenancies. We allocate homes in accordance with the provisions of the DHC scheme and also have an allocations policy which we use in certain cases which are specified. With regard to key workers, we do</p>

		give priority in some cases to those with a local connection and if someone works locally, this will be taken into account.
12	<p>Continuing to promote downsizing initiatives</p> <p>Downsizing can help to sustain communities as it enables local people to retain their existing local network and the resulting allocations can be made to other local people in housing need</p>	Agreed. We will promote downsizing as a positive option in our publicity to Council tenants and will include this in the action plan.
Priority Three: Preventing Homelessness		
13	<p>Part of this document may already be out of date</p> <p>Concern that information relating to BCHA and SHOT may have been misrepresented</p> <p>Funding reductions may jeopardise the service Nightstop is able to offer</p>	Agreed. We are working at a time when housing policy is evolving very quickly and where the financial climate is not favourable to local authorities. We will add the following paragraph to the section relating to this priority: "The Council is operating within a challenging financial climate given that we have been advised that our government grant will be reducing with an expected reduction of £1.7 million by 2019/20. This is likely to have an impact upon the ability of the Housing Service to prevent homelessness and to sustain tenancies. We are also aware that in this age of austerity, other partner agencies will also be operating with reduced finances and, as a result, that they may have to review their mission statements, aims and business plans, to reduce service levels or to cease offering a service. This may have a significant impact upon levels of homelessness and the

		<p>choices available to those in housing need. It is therefore important that the Housing Service is flexible in its approach to prevention work and that it works in partnership, where possible, in order to keep overhead costs to a minimum. It is important to ensure that our Officers are well trained and aware of all the options available so that they can give appropriate advice and support, where necessary.”</p> <p>We continue to use both SHOT and Nightstop, services provided by partner agencies, and have a commitment to provide some funding to the latter for the coming year. We continue to work with the SHOT team and they verify rough sleepers in the District.</p>
14	<p>There is now no local accommodation for those with high level support needs which will impact upon the strategy</p>	<p>Agreed. We will add the following to the section relating to this priority: “We recognise that there is a lack of local provision of supported accommodation for those assessed as having high needs and as part of our housing options approach we endeavour to support such individuals to secure suitable accommodation suitable for them”. Locally, our partners are aware of the issue and there is some joint working proposed which may offer a solution but this is very much in its infancy. We do try to find pragmatic solutions to problems such as this and this will involve consideration of all the options.</p>

15	Concern about the DARS scheme relating to whether or not it is affordable for people who may be experiencing financial difficulties	The Council views this scheme as just one part of our housing options approach. Our Officers do endeavour to assess the needs of those who are applying for assistance. We have a commitment to collecting monies which have been awarded as loans under the scheme as in the current financial environment we need to maximise recovery. However, we do take a flexible approach to arrangements for repayment and endeavour to ensure that they are affordable.
16	Concern that services may be affected by resourcing issues in the current economic climate. As a result, the document should not be overly optimistic about how other partner agencies will be able to assist the Council as we move forward.	This is a concern shared by the Council. Hopefully, the addition of the paragraph set out in relation to the comment numbered 13 above will set the scene and explain the economic realities.
Priority four: Managing the impact of an ageing population		
17	This is an alarming issue. Extra care units can play an important role in meeting this need.	Devon County Council has informed MDDC of the need for extra care provision within Tiverton and Cullompton, and this has been reflected in the Local Plan Review (and the Infrastructure Plan which supports it). A care home or retirement complex has been included within both the North West and East Cullompton allocations within the document. A planning application for a 45 unit extra care scheme in Tiverton is currently awaiting determination.
18	To develop the handyman service	We would be happy to consult with DSV and will include this in the

	Devon Senior Voice (DSV) would welcome an opportunity to be involved in discussions about this.	action plan.
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DECENT & AFFORDABLE HOMES PDG 26 JANUARY 2016

PROPOSED CHANGES TO THE TENANCY AGREEMENT

Cabinet Member Cllr Ray Stanley
Responsible Officer Housing Services Manager

Reason for Report: To agree the proposed changes to the draft Tenancy Agreement prior to consultation with tenants.

RECOMMENDATION(S): To seek Cabinet approval for the Council to consult with its respective tenants in accordance with sections 102 and 103 of the Housing Act 1985 on the proposed changes to the draft tenancy agreement.

Relationship to Corporate Plan: The provision of good quality housing in the public sector is a priority for the Council and there is a commitment to achieve this by managing our Council homes efficiently. A robust tenancy agreement which sets out the rights and responsibilities of tenants and the Council will enable efficient and effective management of our homes.

Financial Implications: Reviewing the tenancy agreement involves detailed consultation with tenants, staff and stakeholders. This will lead to some additional expenditure which will be contained within existing budgets in the Housing Revenue Account.

Legal Implications: As a registered provider (RP) of social housing, the Council is obliged to take account of the standards contained within the revised regulatory framework which is administered by the Homes and Communities Agency (HCA). This states that RPs should meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.

Section 102 and 103 of the Housing Act 1985 provides that in England and Wales the terms of a secure tenancy (other than those implied by statute) may be varied, therefore correct compliance with legislation is a requirement to prevent any legal challenges.

The Consumer Rights Act 2015 now replaces the Unfair Terms in Consumer Contracts Regulations 1999. Landlords are required to avoid unfair terms in their tenancy agreements. Using unfair terms in the tenancy agreement could have a number of consequences on the landlord.

Risk Assessment: It is good practice to review tenancy agreements on a regular basis to take account of changes to legislation and to ensure that housing management staff have the tools available to manage the housing stock efficiently and effectively.

1.0 Introduction

1.1 This report seeks Cabinet approval of the proposed changes to the tenancy agreement and to agree that the Council consults with its secure tenants in accordance with sections 102 and 103 of the Housing Act 1985. This report

sets out the reasons for undertaking the review and varying the existing tenancy conditions. **Appendix 1** contains a copy of the draft tenancy agreement.

- 1.2 The Council currently operates nine different tenancy agreements. The revised tenancy agreement amalgamates these documents into one.
- 1.3 Prior to implementation of the tenancy agreement, as part of the statutory consultation process, all current secure tenants need to be consulted on the proposed changes to the draft tenancy agreement. Under Section 105 of the Housing Act 1985, the Council has a legal obligation to consult its secure tenants on “matters of housing management” which in the opinion of the Council represent a change in the practice or policy of the authority.
- 1.4 The Council consults secure tenants by serving a Preliminary Notice. This will explain that the Council intends to vary the tenancy agreement, why the Council wishes to do so, together with a summary of the proposed changes and a copy of the draft tenancy agreement. Tenants will be encouraged to comment through the completion of a feedback form, email, telephone, by social media such as Facebook or Twitter or attending one of a number of drop in sessions.
- 1.5 Under Section 105 of the Housing Act 1985, flexible tenants should also be consulted as those tenancies that are renewed at the end of the fixed term, will be signed up to the new tenancy agreement, therefore we need to be making tenants aware of the proposed changes
- 1.6 Members are asked to agree to the proposed changes to the tenancy agreement. They are also asked to give approval for the Council to commence consultation with secure tenants in accordance with the provisions of sections 102 and 103 of the Housing Act 1985.

2.0 Background

- 2.1 A tenancy agreement is a legally binding document, which sets out the responsibilities of the Council as landlord and the tenant as the occupier of a property. The Council operates nine different types of tenancy agreements relating to introductory, secure and flexible tenancies. The clauses of the tenancy agreement are important to both the tenant and the Council as they set out rights and responsibilities. The Council can take enforcement action based on the agreement made by a tenant when they sign their tenancy in cases where there is anti-social behaviour (ASB) or neighbourhood nuisance caused by people living in our properties.
- 2.2 The Housing Act 1985 is one of the main sources of legislation for the regulation of the relationship between the Council and its tenants. The procedure for varying existing secure tenancies is contained in sections 102 and 103. Section 102 provides that a secure tenancy agreement may be varied by agreement or by way of the procedure in section 103.
- 2.3 The procedure in section 103 is that the terms of an existing secure tenancy may be varied by the Council by the service of a Notice of Variation on the

tenant. However, before the Council can serve this Notice, the Council must firstly serve a Preliminary Notice which informs the tenant of the Council's intention to serve a Notice of Variation. It must specify the proposed variation/s and its effect/s and invites the tenant to comment on the proposed variation/s within a period considered reasonable by the Council. The Council must consider any comments made by tenants within the consultation period before deciding to serve the Notice of Variation.

2.4 The current version of the introductory and secure tenancy agreements were introduced in 2010. Since then, flexible tenancies (2 and 5 year terms) have been introduced and this created an opportunity to revisit the conditions of tenancy and amend them where appropriate to be in line with statutory requirements and good practice.

3.0 Consultation undertaken

3.1 During the period 16 March 2015 to 11 May 2015 we consulted with tenants using Facebook and Twitter to seek their views and ideas on what should be included or removed from the tenancy agreement. Only one reply was received; this was in connection with tenants being asked if they would like the new tenancy agreement to have pictures that made reference to the clauses. For example, the clause relating to Rent and Charges should be identified by a pound symbol, and that relating to ASB identified by a dog barking symbol. The reply was in favour of introducing pictures.

3.2 Staff were consulted via a discussion thread on the proposed clauses to the tenancy agreement during the period 10 March 2015 to 10 April 2015. One reply was received this was in connection with the following:-

- To encourage tenants to have a spare key somewhere safe so that it can be used to gain entry if the keys are lost;
- To highlight that it is a tenant's responsibility to reduce damp, mould and condensation through ventilation and control moisture;
- To advise tenants that they must request permission including any relevant asbestos information before carrying out any refurbishment work;
- To prevent tenants from using the loft space for storage space;
- When a tenant requests a repair, if they intentionally give incorrect information to the call centre to increase the priority, to add a clause that we reserve the right to charge them for any costs incurred, for example an administration fee;
- To advise tenants that any work we carry out for them such as securing and re-glazing, we will recharge for any costs incurred.

3.3 The April 2015 edition of Housing News 4 U newsletter invited tenants to share their ideas on what they would like to be included in their tenancy agreement. They were given the opportunity to get involved in reviewing the tenancy agreement through focus groups, email, and telephone or questionnaire consultation. No replies of interest were received.

3.4 During the year, staff have, on an ad hoc basis, made recommendations. These have been incorporated into the draft tenancy agreement, where appropriate.

- 3.5 Tenants Together approved the draft tenancy agreement at their meeting on 12 November 2015.
- 3.6 Section 105 of the Housing Act 1985 compels the Council to undertake consultation with tenants in relation to the review of the tenancy agreement. This advises the tenant that the Council is considering making changes to the terms and conditions of the tenancy agreement. This consultation is proposed to commence January 2016.

4.0 Consultation proposed

- 4.1 The Council is required to serve Notice on tenants in accordance with sections 102 and 103 of the Housing Act 1985. It is proposed that this consultation will commence late February/early March 2016.
- 4.2 At the end of the consultation period, a formal Notice of Variation will be sent to all secure tenants giving them notice of the date that the new terms and conditions of the tenancy agreement will come into effect. It is proposed that this will be sent in May 2016.
- 4.3 Once the new tenancy agreement is issued with the Notice of Variation, it will come into effect twenty-eight days later. It is proposed that the new tenancy agreement will be implemented with effect from June 2016.

5.0 Proposed changes

- 5.1 The current tenancy agreements have been reviewed to take into account changes in legislation and good practice. There are new sections and sub-sections that do not feature in the current tenancy agreements. Some clauses have been re-worded and the numbering, titles and layout of the agreement has been adapted to make the agreement more user friendly.
- 5.2 The revised tenancy agreement has also taken into account the following:
- The amalgamation of existing tenancy agreements into one to enable the Council to use one tenancy agreement for all types of tenancies offered;
 - The current introductory and secure tenancy agreement has been in use since 2010 and needs updating;
 - Changes in the law such as the Anti-social Behaviour (ASB), Crime and Policing Act 2014. The law has introduced simpler, more effective powers to tackle ASB and provides better protection for victims and communities;
 - Changes to the way some people receive benefits. Universal Credit was introduced to Devon in November 2015. If a tenant is eligible to receive benefit for housing costs, this benefit is now paid directly to them or to a member of their household, it is still the tenant's responsibility to make payments to cover the rent charge.
 - Proposed changes to legislation such as Pay to Stay which will require higher earning households to pay either nearly market rent or full market rent for the property they live in.

- The move away from charging rent over 48 weeks each year to charging rent over 52/53 weeks with effect from April 2017.
- The layout of the agreement so that a tenant will find it easier to read and understand.

5.3 There are a number of new sub-sections that have been introduced to the draft tenancy agreement to make it easier to identify clauses and also to introduce new clauses and to strengthen existing clauses. These include the following:-

- Introduction and welcome to Mid Devon District Council
- Former arrears
- Household bills
- Financial assistance
- Advice and support services
- Threats to employees and contractors
- Misrepresentation
- Gang membership
- Living in your home
- Overcrowding
- Lodgers
- Subletting
- Changed circumstances
- Using your property
- Running a business
- Refuse
- Being away from home
- Our responsibilities as a landlord
- Your responsibilities as a tenant
- Gas safety
- Assignment by way of exchange
- Ending the tenancy during the fixed term of a flexible tenancy
- Retraction of notice
- Transfers
- Moving out
- Personal information
- Making contact
- Minors
- Household changes
- Court orders
- Tenancy fraud
- Changes in the law

5.4 A table has been included at the end of the draft tenancy agreement which sets out the rights of tenants. This allows tenants to see at a glance some of their rights such as who has the right to mutual exchange or the right to be consulted on housing matters.

5.5 The definitions have been included at the end of the draft tenancy agreement. These have been updated to reflect the amalgamation of the tenancy agreements into one and reflect all types of tenancies offered by the Council.

5.6 The draft tenancy agreement is subject to change. Before making a decision on whether to take some or all of these changes forward we will consider all representations made in response to the consultation exercises carried out.

Contact for more Information: Claire Fry, Housing Services Manager (01884 234920 cfry@middevon.gov.uk)

Circulation of the Report: Councillor Ray Stanley, Management Team

List of Background Papers: A copy of such papers to be made available for public inspection and included on Website

Your Tenancy Agreement

This Tenancy Agreement is available in other languages and formats. Please contact the Housing Service on Tel 01884 255255 for further information.

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Introduction

Welcome to Mid Devon District Council

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.

We want you to enjoy living in your new property. 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.

The type of tenancy you have been offered will be explained. All terms and conditions apply to all tenancy types unless stated otherwise.

If you have signed this tenancy agreement with someone else you are jointly responsible for the tenancy. Even if you leave the property, you and the tenant(s) who remain are still responsible for abiding by this agreement including paying the rent.

Whilst a joint tenant of an introductory or secure tenancy can unilaterally terminate the tenancy without the other joint tenant’s agreement, a joint tenant of a flexible tenancy cannot unilaterally terminate the tenancy. You are advised to contact us if you require further advice.

Throughout this tenancy agreement, we will refer to “you” as the tenant, however, you are responsible for the actions of members of your household and visitors (including children and pets/animals) to your property and the locality. This means they too have to respect the terms and conditions of your tenancy and if they breach any of these, this will impact on your tenancy.

We are committed to ensuring that your property 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 property, 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.

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 tell you and give you a chance to put things right. 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.

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, your property 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.

This firm approach is only right 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 will encourage and foster good relations with people when providing our services, to eliminate discrimination and to promote opportunity of equality.

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.

The Repairs Handbook contains handy tips on what to look out for and how to sort minor repair problems yourself. We also have a range of policies and procedures which complement your tenancy agreement. These can be provided on request.

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.**

Finally, we hope you enjoy your new property and experience many happy years being a tenant of Mid Devon District Council.

Section One

Rents and charges

1.0 Your rent and other charges

- 1.1** Payment of rent and charges are due weekly. We work these charges over a 48 week period to determine your rent. No rent or charges will be raised for the remaining weeks and these are called rent free weeks. If your account is in arrears or you have a court order in place, you must continue to pay during this time. With effect from April 2017 rent and charges will be charged over a 52/53 rent period.
- 1.1.2** You are expected to pay at least one week's rent in advance.
- 1.1.3** You are responsible for paying your rent and other charges on time. You must not run a debt for any period.
- 1.1.4** If you fall behind with payments and do not make or keep to an arrangement plan to clear your arrears, we will start possession proceedings against you which will put your property at risk.
- 1.1.5** Your total weekly rent charge may include a charge for a service you receive. Any additional charges are included in your total weekly payment amount and we will list them separately from your rent charge.
- 1.1.6** If you receive additional services from us or another provider, we will notify you of these charges at the start of the service being available.
- 1.1.7** If you pay for an alarm service and fall behind with payments and fail to make an arrangement plan to clear the charge, we will terminate the service you receive. You will be responsible for finding an alternative provider.
- 1.1.8** Where you pay for a sewage charge, you are responsible for making payments to clear this charge in addition to your ongoing rent payments.
- 1.1.9** If you have an insolvency arrangement in place, you are still responsible for paying your rent on time.
- 1.1.10** 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.
- 1.1.11** If your rent account goes into credit, we may deduct any other debt owed to the Council from any money that we may owe you. This could include recharges, Council Tax or other sundry debts. We will carry out checks before refunding any credit, if we owe you any money. This is to ensure that you do not have any other debts with the Council.
- 1.1.12** We may vary the rent and 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.

1.1.13 Changes in legislation may require high earning households to pay either nearly market rent or full market rent for the property they live in. If you meet the Government's criteria, you agree to pay the relevant amount as set out in legislation or to give back possession of the property to us.

1.2 Former arrears

1.2.1 If you owe us money for any former tenancy or for any other debt related to your former property, it is a condition of this tenancy that you pay that debt in addition to the current total charges.

1.2.2 At the end of your tenancy you must pay us any arrears and unpaid sums, for example recharges. If there are any unpaid sums, we will pursue them. We may pass your details onto debt collection agencies or make a claim through the Small Claims Court which may affect your credit rating.

1.3 Household bills

1.3.1 You are responsible for paying household bills, for example, Council Tax, water charges, electric, gas and any other outgoings whether metered or billed (unless included in any other charges). We will forward your details to the relevant utility company if requested.

1.4 Financial assistance

1.4.1 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.

1.4.2 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 charge.

1.4.3 If you fail to pay your rent, where possible we will apply to the Department of Works & Pensions (DWP) to apply for deductions from your benefit to either pay ongoing rent payments or to cover arrears.

1.5 Advice and support services

1.5.1 We work in partnership with agencies that provide debt and financial advice and we will provide you with guidance to seek further advice. We will not pass your details onto them without your consent.

Section Two

Living in your community

2.0 Community obligations

- 2.1 We take complaints of anti-social behaviour and nuisance seriously. Your home will be at risk if you cause anti-social behaviour, nuisance or carry out any illegal activities.
- 2.1.2 You must respect other people who live in your neighbourhood. Each individual in your household has the right to quiet enjoyment of their property providing this does not cause harassment, alarm or distress to others in the locality.
- 2.1.3 Our aim is to bring communities together by making your neighbourhood a better and safer place to live by helping people to solve differences peacefully. We expect you to try and resolve disputes with your neighbours and to be tolerated of different lifestyles. You are encouraged to make use of mediation services to resolve your differences. Where this fails we will take the most appropriate action to resolve the situation.

2.2 Anti-social behaviour

- 2.2.1 “Anti-social behaviour” means in this tenancy agreement:-
- conduct that has caused, or is likely to cause, harassment, alarm or distress to any person;
 - (b) conduct capable of causing nuisance or annoyance to a person.

You must not commit any acts of anti-social behaviour.

You must not cause permit allow or encourage anti-social behaviour.

- 2.2.2 You must not harass or threaten to harass on the grounds of race, age, colour, religion, sex, sexual orientation, disability, or any other reason that may interfere with the peace and comfort of or cause offence to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any tenant, agent, employee or contractor of ours whether in the neighbourhood or elsewhere (for example at our offices). Nor must you allow, fail to prevent or incite anyone living with you (including children) or your visitors to do any of these things.
- 2.2.3 Examples of Anti-social behaviour include, but are not limited to:
- behaviour causing alarm or distress to others;
 - language causing alarm or distress;
 - using or threatening to use violence;
 - using insulting or abusive words or behaviour;
 - damaging or threatening to damage another person’s property or possessions;
 - writing threatening, abusive or insulting letters of graffiti;
 - noise nuisance;
 - violent or abusive behaviour or any form of harassment;
 - distributing controlled drugs;
 - persistent dog barking and failing to keep your pets/animals under control;
 - rubbish dumping, fly-tipping or lighting excessive bonfires;

- riding in or driving vehicles at excessive speed or dangerously;
- making false or malicious complaints about the behaviour of another person.

2.2.4 You must not play or permit anyone at your property residing or visiting to play any radio, television, record, stereo, tape recording, DVD, CD, mini disc, sound system or musical instrument or to operate any other equipment in the property in such a manner as to cause or be likely to cause a nuisance, disturbance or annoyance to any person in the locality.

2.2.5 You must not do anything which interferes or is likely to interfere with the security or safety of equipment or vandalise or cause damage, deface, graffiti any property or structure we own. This includes putting your property or anyone at risk. Any health and safety issues should be reported to us immediately.

2.3 Illegal activities

2.3.1 You must not use or allow your property (including garages, outhouses) to be used for criminal, illegal or immoral acts. This includes but is not limited to:-

- cultivating or manufacturing, selling or conspiring to sell, using, possessing or dealing in “controlled drugs” which are defined by Section 2 of the Misuse of Drugs Act 1971;
- the storage or manufacture of unlicensed firearms and/or offensive weapons;
- handling or storing stolen or counterfeit goods including vehicles;
- using your property as a brothel or for prostitution in the locality of your property;
- storing or distributing racial, offensive or illegal material.

2.3.2 You or anyone living with you, including children and your visitors, must not use the property or the neighbourhood to make, supply or store any drug (unless there is a lawful prescribed medical use for the drug by the relevant person) or to cultivate, manufacture, supply or sell any drug.

2.3.3 You must obtain written consent from us to securely store a licensed weapon at your property.

2.4 Violence and abuse in the property

2.4.1 You must not inflict violence or abuse, threaten violence or abuse against your partner or former partner, your children, your partner’s children or any other person living in your property or in another Council property, such that the person can no longer live peacefully in the property. This includes all forms of abuse, for example, psychological, physical, financial or emotional abuse.

2.5 Threats to employees and contractors

2.5.1 You must not abuse, assault, threaten, harass or obstruct our employees, contractors, agents or Councillors in person, by telephone, in writing or in any other way, whether at the property or elsewhere such as at our offices, in public or in the locality.

2.6 Misrepresentation

2.6.1 This tenancy is granted to you on your promise to us that in respect of any previous accommodation occupied by you, whether provided by us or not, there has been no substantive 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.

- 2.6.2** In so far as any such substantive complaints have been made, you have declared them to us prior to you signing this Agreement. If we find out that you have not made full disclosure of any relevant information under **clauses 2.6-2.6.2** this will be treated as a breach of this agreement and we will take steps to end the tenancy.

2.7 Gang membership

- 2.7.1** You or anyone living with you must not become a member of a gang or allow a member of a gang to visit the property. When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is 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 and/or is of cross border concern”. The Association of Chief Police Officers say that “significant” harm can have one or more of the following characteristics: significant profit or loss; significant impact upon community safety; serious violence; corruption; exercise of control”.

Section Three In and around your property

3.0 Living in your property

- 3.1** You must use and occupy your property as your only or principal home.
- 3.1.2** If we have reason to believe that you are not living in your property as your only or principal home or you have abandoned it, we will take action to obtain possession.
- 3.1.3** If your tenancy is an introductory or secure tenancy we will serve you a Notice to Quit and apply to court for an order to take possession of your property. In these circumstances we reserve the right to charge you four weeks’ full rent and any additional charges, for example, legal costs or rechargeable repairs that we consider necessary. We will also reserve the right to charge in addition further rent until we have obtained actual possession.
- 3.1.4** If your tenancy is a flexible tenancy we will forfeit the tenancy and apply for a Court Order to bring the tenancy to an end.
- 3.1.5** If we obtain possession in these circumstances you may not be entitled to another Council property.

3.2 Overcrowding

- 3.2.1** You must not allow your property to become overcrowded. The permitted number of people who can live in your property is shown on your Tenancy Agreement. If you are unsure about this, please contact the Housing Service for advice.

3.3 Lodgers

- 3.3.1** Secure and flexible tenants have the right to take in lodgers without our consent but must

not allow their property to become overcrowded. If you receive any help with housing costs or Council Tax, you are responsible for updating the relevant organisation.

3.3.2 You do not have the right to take in lodgers if you have an introductory tenancy.

3.4 Subletting

3.4.1 Secure and flexible tenants have the right to sublet part of their property with our written consent. They cannot sublet their entire property.

3.4.2 Secure and flexible 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 the tenancy agreement.

3.4.3 You must not carry out or commit any fraud related to your occupation of the property. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, abandoning the property, not telling the truth about your circumstances which induced us to grant you the tenancy, housing benefit and council tax fraud.

3.4.4 You do not have the right to sublet your property if you have an introductory tenancy.

3.5 Changed circumstances

3.5.1 During your tenancy you must not (either solely or jointly) own or rent any other residential property which it would be reasonable for you to live in as your property. You must inform us if you own a residential property or have another residential lease or tenancy or inherit a property.

3.6 Using your property

3.6.1 You and members of your household must keep the inside and outside of your property, including garages and any outbuildings, in a clean and tidy condition. It must be kept free from excessive build-up of belongings or refuse that could cause a health and safety or fire risk to you, anyone else or to property.

3.6.2 You must ensure that you are able to evacuate your property in the event of a fire or other emergency situation.

3.6.3 You are required to maintain the standard of your property (apart from normal wear and tear) during your tenancy to the same standard that it was allocated to you.

3.6.4 If we need to undertake any repair or improvement works to your property, you must provide employees, contractors or agents with clear access to all work areas. You must remove any possessions, for example, furniture, flooring, if requested to do so. We may refuse to carry out works until such time as clear access to all work areas is available.

3.6.5 Where there is a ceiling hatch to allow access to the loft space of your property, this is for authorised use only by employees, contractors or agents. We accept no liability should you use the loft space and cause damage to any services such as electric cables, water pipes, insulation, ceilings or the solar panel system or for any damage that may be caused to personal items or personal injury to yourself, any member of your household or any visitor to your property.

3.6.6 In exceptional circumstances we may give consent for you to use the loft space but you need to obtain our written consent.

3.6.7 You are required to:

- provide a smoke-free environment when employees, contractors or agents are visiting or working in your property, similar we will ask you to extinguish a cigarette when we visit;
- place any dogs in an alternative room when employees, contractors or agents are visiting or working in your property;
- 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;
- only use fuel suitable for the particular appliance or open fire (a list is available from our Environmental Health Service), failure to do so may cause damage or inefficient running. You should not burn any plastics, food, pet(s)/animal(s) waste, recyclable material and timber that has been painted or treated with a preservative.

3.6.8 You must not interfere with any property that belongs to a gas, electric, water or phone company or a supplier of other similar services.

3.6.9 You are not permitted to set light to sky lanterns from your property.

3.6.10 You are responsible for pest control (rodents, hornets, fleas, bedbugs and cockroaches) at your property. You may be eligible for financial assistance to pay for pest control. If you do not receive financial assistance, then we can provide a service for treatment of pest control for a charge. Please speak with the Housing Service for further advice.

3.6.11 You are responsible for the treatment of ants and the removal of wasp nests or beehives at your property.

3.7 Running a business

3.7.1 You must not run a business from your home without first obtaining written consent from us. We will not unreasonably withhold permission unless we feel that the business will, or is likely to, cause a nuisance or annoyance to your neighbours or damage any property. 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.

3.8 Gardens

3.8.1 You are responsible for looking after your garden, you must:

- 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;
- 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, household furniture, appliances, scrap materials, vehicle parts, in your garden area, except where a designated bin has been used or you are awaiting their collection within ten working days;

- not cause any nuisance, annoyance, disturbance, potential risk or harm to your property, neighbouring properties or people working in the locality, for example, by burning flammable or hazardous materials;
- give your neighbours fair consideration whenever you light bonfires in your garden;
- not do anything to encourage pests or vermin into your property 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 panel or energy efficiency systems.

3.8.2 If you want to plant a tree within the boundary of your property, you must obtain written consent from us. We reserve the right to refuse consent for certain types of fast growing trees, such as Leyland cypress conifers. We may give consent for fruit trees.

3.8.3 Where we decide that any trees or shrubs planted within your garden are your responsibility and are causing a nuisance or are dangerous, we will give you written notice asking you to remove or cut back within a certain timescale. We will take appropriate action to remove or cut back any trees or shrubs where you have failed to cut back and recharge you for any costs incurred.

3.8.4 We will not give you consent to remove any tree that is protected by law.

3.8.5 You must not erect fencing or plant hedges or trees where there are designated open plan areas.

3.8.6 You are responsible for notifying us if there is a good reason you are unable to look after your garden and for arranging for someone to look after it on your behalf.

3.8.7 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. Where we allow fencing, it should be no higher than one metre at the front or two metres at the back of your property;
- make changes to boundary walls, outbuildings or hard surfaces.

3.8.8 We may not grant written consent for items listed **under clause 3.8.7** for properties that are situated in a conservation area or are classed as being listed buildings.

3.9 Communal areas

3.9.1 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.

3.9.2 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;
- leave any items within communal areas which could be a potential health and safety risk;

- 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 property, garden, communal area, sheds or storage areas;
- throw anything or allow anything to fall from any windows, balconies or communal areas;
- leave refuse or recycling boxes in enclosed communal areas except where 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 panel systems, communal aerials or damage any fire doors, escapes or lifts;
- smoke or drink alcohol in enclosed communal areas;
- misuse the communal area.

3.9.3 Unwanted items must not be left in communal areas. You are responsible for making arrangements for the removal of items. Fly tipping is an illegal offence and those responsible for it will be prosecuted.

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

3.10 Pets and animals

3.10.1 You must obtain written consent from us if you want to keep a pet(s)/animal(s) 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.

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

3.10.3 You must take responsibility for pet(s)/animal(s) ownership. This includes ensuring that any pet(s) or animal(s) you own or care for:

- has a suitable environment with room to exercise;
- is kept securely where they cannot escape;
- is provided with a suitable diet and fresh water; and
- given the ability to display normal behaviour patterns.

Any pet(s) or animal(s) also needs to be protected from pain, suffering, injury and disease.

3.10.4 You must not allow any pet(s)/animal(s) that you keep at your property to cause any nuisance or annoyance to anyone living in the locality of your property, including employees, contractors or agents of the Council or cause(s) damage to your property or any other Council owned property. Examples include, causing excessive noise or fouling. We reserve the right to withdraw our consent for you to have a pet(s)/animal(s) at any time.

3.10.5 You must not allow intentional breeding of any pet(s)/animal(s), this includes selling them for profit.

- 3.10.6** You must obtain written consent from us to erect a pet(s)/animal(s) home, for example a pond or aviary.
- 3.10.7** You are not permitted to have more pet(s)/animal(s) that are deemed suitable for your property. Where we have identified an issue with hoarding you will be expected to re-home the pet(s)/animal(s) responsibly.
- 3.10.8** You must not keep pigeons at your property unless you have our written consent. You must be a member of the Royal Pigeon Racing Association to be granted consent. You are required to provide us with the relevant paperwork to support this request.
- 3.10.9** If you or a member of your household requires a support dog, you must supply us with the relevant paperwork that this pet(s)/animal(s) is required.
- 3.10.10** If you are no longer able to care for a pet(s)/animal(s) it is your responsibility to re-home it responsibly.
- 3.10.11** You must not leave any pet(s)/animal(s) unattended for a period that will result in you being unable to meet its welfare needs. You are responsible for making arrangements to meet their needs.
- 3.10.12** If you move out of your property, abandon it or are evicted, you are responsible for taking any pet(s)/animal(s) with you. In the event that they are left behind, we will take reasonable steps to make contact with you, however, any cost incurred by the Council in dealing with the pet(s)/animal(s) left behind will be recharged to you.
- 3.10.13** You must not use your garden or communal gardens as a burial ground for pet(s)/animal(s).
- 3.10.14** You will need our consent before looking after someone else's pet(s)/animal(s). The normal rules for granting consent will also apply for pet(s)/animal(s) sitting if this takes place at the property.

3.11 Vehicles and parking

3.11.1 You may not:-

- park any boat, trailer, caravan, motor home, mobility scooter or similar on any part of your property without our prior written consent (we will not unreasonably withhold this);
- park any motor vehicle, boat, trailer, caravan, motor home or similar on any part of your property unless you have a constructed hard standing, driveway or a garage with direct access from the highway and an appropriate dropped curb entrance;
- park or leave any vehicle on Council land other than in an area set aside for parking (you will need our written consent to park or leave any trailer, caravan, boat, motor home, mobility scooter or similar);
- park a vehicle which is untaxed, un-roadworthy and not insured at your property or on any other Council-owned land;
- park any vehicle that exceeds 2000kg unladen weight;
- not carry out repairs to vehicles on Council land, except for, topping up windscreen washer fluid, oil or water, changing one tyre, putting in a new sound system or changing windscreen wipers. It is not acceptable to change the oil;

- not to use power tools to undertake car maintenance. Cordless vacuum cleaners may be used;
- keep any motor vehicles (for example a motorcycle or moped) inside your property, or in any indoor shared communal area;
- sell, rent or give away any parking space or garage let to you;
- store an “end of life” vehicle intended for road usage but which would be dangerous to use on a road, within the boundaries of your property;
- park in a designated disable parking bay unless you have a valid blue badge;
- abandon any unwanted motor vehicle, caravan trailer or boat on any Council land. The Council reserves the right to remove any such vehicle and recharge you the costs of its removal;
- build a parking space, car port, drive or garage without first obtaining written consent from us.

3.11.2 Where 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 park areas.

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

3.11.4 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.

3.12 Refuse

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

3.12.2 You must ensure that you dispose of all refuse securely, safely and hygienically.

3.12.3 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.

3.12.4 You must dispose of any other material that we do not normally collect for free by paying for it to be collected or by taking it to a refuse disposal centre.

3.12.5 Unwanted items must not be left in gardens or on housing land. You are responsible for making arrangements for the removal of items. Fly tipping is an illegal offence and those responsible for it will be prosecuted.

3.12.6 You must not leave refuse or recycling boxes in enclosed communal areas except where facilities are provided.

3.13 Being away from home

3.13.1 If you intend to leave your property for more than twenty eight days, you must make sure that it will be looked after and kept secure while you are away. You must provide us in writing with your contact details or of someone else in the locality who can deal with any emergency on your behalf and a date you will return home. You must ensure your rent will be paid whilst you are away. If you do not inform us, we may treat you as having parted with possession of the property and take action to repossess the property.

3.14 Insurance

3.14.1 We have a responsibility to insure the structure of the building and any fixtures and fittings that belong to us. You are responsible for insuring your contents such as your personal belongings, furniture, carpets or decorations, which remain your responsibility. We strongly advise you to take out your own home contents insurance cover.

3.14.2 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.

Section Four Repairs and improvements

4.0 Our responsibilities as a landlord

4.1 We will keep in repair:

- the structure and exterior of your property, including chimneys and chimney stacks (not including sweeping), 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 the water authority);
- service installations where originally fitted or adopted by us, such as those provided for the supply of water, gas, electricity (but not the Solar Panel System);
- sanitation wear, such as basins, sinks, baths, toilets and installations for room and water heating;
- the external decoration of your property 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, hard wired smoke detectors and other installations provided by us, hallways, stairways, lifts and other common parts;
- hard wired smoke 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).

4.1.2 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 was not part of your property at the start of the tenancy, nor was later provided by us.

4.1.3 We are not liable for repairs or decorations that were the responsibility of the previous tenant where you have undertaken a mutual exchange.

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

4.2 Your responsibilities as a tenant

- 4.2.1** You must not decorate the outside of your property unless you have our written consent.
- 4.2.2** Where the property is either listed or built in a conservation area, you must not carry out any internal or external works to the property including internal decorations before seeking our written consent.
- 4.2.3** Where the property is newly converted or built you must seek guidance from the Housing Service prior to decorating the property.
- 4.2.4** You are responsible for reporting any repairs needed to your property 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.
- 4.2.5** If you fail to report a repair, we may recharge you the cost of repairing any damage caused by you failing to tell us.
- 4.2.6** If an appointment has been agreed to carry out a repair or inspection, you must keep it. If you are unable to keep an appointment, it is your responsibility to inform us and to ensure that a further appointment is made and kept.
- 4.2.7** You must not steal or sell any material goods from any property, building or grounds owned by us.
- 4.2.8** You are responsible for reducing damp, mould and condensation through ventilation and controlling moisture. If we inspect your property to resolve damp issues and these are found to be due to lifestyle choices, we may refuse to put them right or recharge you for carrying out any works.
- 4.2.9** You are responsible for carrying out minor repairs to your property. 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, plugs and chains to 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;
 - repairing any equipment, fixtures or fittings left in your property 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 property (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 property other than those we have provided permanently for you;
 - ensuring that your own fittings (such as cookers) are installed correctly and meet current safety standards;
 - installing TV aerials (except communal aerials), aerial sockets;
 - bleeding radiators and resetting heating time clocks or programmers;

- annually sweeping of all chimneys that you use in your property;
- keeping drains inside and outside your property 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.

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

4.2.11 You are responsible for maintaining and servicing any appliance not provided or adopted by us.

4.2.12 You are responsible for repairing or renewing any items associated with extensions, improvements or alterations that you have carried out.

4.2.13 You are advised to keep a spare key to your property safe, so that it can be used to gain entry if you lose your keys.

4.3 Major repairs and redevelopment

4.3.1 We may require possession of your property 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.

4.3.2 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.

4.4 Gas safety

4.4.1 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 are obliged to 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.

4.4.2 You must ensure that you have sufficient credit on gas and electric meters to enable the engineer to carry out your annual service unless you have chosen to have your gas capped.

4.4.3 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.

4.4.4 You must obtain written consent from us if they would like to install any gas appliances at your property, for example gas fires, Liquid Petroleum Gas (LPG). Any installations must be completed by a qualified gas engineer.

4.4.5 You must not use as bedroom accommodation, any room where an open flued gas appliance is installed.

4.4.6 You will not be allowed to undertake a mutual exchange unless the necessary safety checks have been carried out at your property prior to the exchange date.

4.5 Access to your property

4.5.1 You must allow our employees, agents and contractors access at reasonable times (subject to giving you reasonable notice) to conduct a gas safety inspection and or inspect the condition of, or to carry out repairs or improvements or other works to the property, the installations, the common areas or adjoining property. We will normally give you at least twenty four hours' notice except where more immediate access may be required in an emergency. We are not required to give notice to inspect communal areas or footpaths. In the event of an emergency where we cannot reasonably be expected to gain access in any other way, we may force entry to the property.

4.5.2 You will reimburse us for any reasonable expenditure we incur as a result of your failure to allow access on a pre-arranged appointment.

4.5.3 You should ask all callers for official identification before you allow them access to your property. If in doubt, contact us or the police.

4.5.4 Where we have requested access to your property and you are unavailable 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.

4.5.5 If no one is at your property 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 property 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.

4.5.6 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.

4.6 Improvements and alterations

4.6.1 Secure tenants have the right to apply for written consent to make improvements, alterations or structural changes. 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).

4.6.2 Introductory and flexible tenants cannot make improvements, alterations or structural changes unless there is a health and safety issue and we give prior written consent, which is at our absolute discretion.

4.6.3 **Clauses 4.6.3 to 4.6.15 apply to introductory, secure and flexible tenancies.**

4.6.4 You must submit requests **in advance and in writing** and you must support this with

diagrams, drawings or plans as appropriate.

- 4.6.5** Any improvements, alterations or structural changes to your property, these become part of it and must be left when you vacate unless we agree otherwise.
- 4.6.6** All improvements, alterations or structural changes are subject to the following conditions:
- you do not owe money to the Council;
 - the work complies with Planning and/or Building Regulation Consents, conservation and listed building criteria (you must provide copies of relevant consents where necessary);
 - the work is completed within an agreed timescale;
 - the work is carried out by a qualified contractor with all electrical and gas works carried out by registered installers and copies of the relevant certificates provided;
- 4.6.7** You are responsible for repairing and maintaining all improvements, fixtures and fittings that you have had installed at your property.
- 4.6.8** We will not be held responsible for repairing and maintaining showers that have not been installed by us.
- 4.6.9** Unless you otherwise agree with us, you must ensure that your property is returned to the Council's end of tenancy standard before you vacate.
- 4.6.10** It is your responsibility to contact us prior to you carrying out any refurbishment work to check if our management survey has identified asbestos at your property.
- 4.6.11** You are to notify us if you suspect there to be asbestos in your property before interfering or disposing of any materials.
- 4.6.12** Where asbestos has been identified at your property, you will be responsible for arranging for a qualified asbestos removal service to dispose of the asbestos before works are to be carried out. You will be responsible for supplying us with a certificate by the asbestos removal service prior to commencing work. All costs associated with this will be your responsibility.
- 4.6.13** You must seek written consent from us before installing laminated or wooden flooring in your property. Without consent, you may be asked to remove it. If consent is granted, this will be subject to you:
- installing adequate insulation to our satisfaction to prevent noise transferring into neighbouring properties;
 - taking responsibility to maintain, replace or remove any flooring;
 - lifting up any flooring prior to any repair or maintenance works being carried out;
 - removing any flooring if you vacate your property.
- 4.6.14** If consent is granted but subsequently in the opinion of the Council, it contributes to or increases noise nuisance caused to your neighbours, including day to day living noise nuisance, we may require you to remove it. In such circumstances we will not be liable for any costs of its removal or its replacement with an alternative form of floor covering.
- 4.6.15** You are required to seek written consent from us if they want to install an aerial or sky dish at your property.

4.7 Solar Panel System

4.7.1 **Clauses 4.7 to 4.7.21 are express terms of your tenancy if Solar Panels have been installed at your property.**

General Terms relating to the Solar Panel System

- 4.7.2** We or the Provider will retain the Solar Panel System at your property.
- 4.7.3** During the FIT Period, the Solar Panel System belongs to the Provider and is not part of your property.
- 4.7.4** We or the Provider may connect the Solar Panel System into and use the existing electrical system within your property.
- 4.7.5** The Provider is exclusively entitled to the benefit of the Feed in Tariff (FIT).
- 4.7.6** Any electricity generated by the Solar Panel System may be used by you and we will not charge you for that electricity.
- 4.7.7** Any electricity that you do not use will be exported to the national grid for the sole benefit of the Provider.
- 4.7.8** The part of the Solar 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.
- 4.7.9** We or the Provider may at any time alter the Solar Panel System or remove it from your property either permanently or for a period of time.
- 4.7.10** 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 Panel System.
- 4.7.11** In the event of the Solar Panel System or any part thereof failing and being uneconomic to repair or replaced. The Solar Panel System can be left in situ until such time as it is economic to repair or replace or the Solar Panel System is removed.
- 4.7.12** The amount of free electricity that the Solar 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 Panel System or removing it from your property;
 - us carrying out repairs, works or alterations to your property;
 - the weather, season or other factors beyond our control or the control of the Provider;
 - the age of the Solar Panel System (solar panels may become less efficient with age);
 - the Solar Panel System or any part thereof failing and being uneconomic to repair or replace; or
 - any other reason.
- 4.7.13** 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 Panel System, you should let us know so that we can advise the Provider. The Provider may offer to enter into a contract with you under which you allow the Solar Panel System to remain at your property and in return you will still get free electricity from the Solar Panel System.

Our obligations relating to the Solar Panel System

- 4.7.14** We will inform you if the Solar Panel System is going to be removed by us or by the Provider.
- 4.7.15** We will take reasonable steps to ensure that, subject to clauses **4.7.9 to 4.7.11** above, the Provider keeps the Solar Panel System in good repair and working order during the FIT Period.

Your obligations relating to the Solar Panel System

- 4.7.16** 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 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).
- 4.7.17** You will not cause any damage to or interfere with the Solar 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 Panel System. You are responsible for keeping a small amount of credit on any electric meters to allow the inverter to work correctly.
- 4.7.18** You will make sure that no trees or vegetation at your property grow to overshadow the Solar Panel System.
- 4.7.19** You will make sure that nothing is constructed or erected at your property, which overshadows the Solar Panel System.
- 4.7.20** You will tell us as soon as you are aware of any damage (however the damage is caused) to either the Solar Panel System or any part of your property to which the Solar Panel System is attached or in which it is contained.
- 4.7.21** You agree to use the electricity generated by the Solar Panel System for personal domestic use only. You must not store any electricity generated by the Solar 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 not to sell or attempt to sell any electricity generated by the Solar Panel System to anyone.

4.8 Right to repair scheme

- 4.8.1** Under the right to repair scheme we have a duty to carry out certain qualifying repairs within set time limits. These repairs, which, if not carried out on time, could affect your health, safety and security. Where we have not completed the repair within the specified time period, you have the right to tell us to find another contractor to do the work. If they fail to do the work within the new time limit you may be entitled to claim compensation. For information, please see your Repairs Handbook.

4.9 Right to compensation

- 4.9.1** At the end of the tenancy, secure tenants have the right to claim compensation from us for certain kinds of improvements that you have made to the property with our written consent. This applies to improvements that would normally form part of our 'duty to provide' and that were carried out after 1 April 1994.

4.10 General recharges

- 4.10.1** You must pay for any cleaning, repair or replacement of items if any damage to your property has been caused as a result of neglect, misuse or accidental damage caused by you. (This includes any parts of your property, shared areas, or property which is in the locality of your property and which belongs to us).
- 4.10.2** You are responsible for ensuring that any alterations or improvements you make to your property are to a standard agreed by us. We reserve the right to withdraw our consent if you do not meet the relevant standard of work. You will be responsible for reinstating your property at your own expense or we will carry out the work and recharge the costs to you.
- 4.10.3** If you make any unauthorised alterations or improvements you will be liable to return your property to its original condition. The cost of doing so will be your responsibility and if you do not carry out the work, we may do so and will recharge you.
- 4.10.4** When requesting a repair, if you intentionally give incorrect information to the call centre to increase the priority, we reserve the right to recharge you.
- 4.10.5** If, we or any other agency, for example, the Police damage your property, fixtures and fittings, furniture or belongings or the shared areas because we needed to gain access to your property, for example 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.
- 4.10.6** With regard to any legal action we take due to a breach of the tenancy agreement by you. We will recharge you for any costs incurred as a result of taking such action.
- 4.10.7** If we carry out any repairs on your behalf we will recharge you for any cost incurred.
- 4.10.8** You will be charged for the use of the Council's Handyperson Scheme or cooker connection service, if requested by you.

Section Five

Other tenant rights

5.0 Assignment

- 5.1** If you have a secure tenancy or flexible tenancy you will not assign your tenancy except where permitted by law as follows:
- an assignment in accordance with section 92 of the Housing Act 1985 (assignment by way of exchange);
 - an assignment in pursuance of a Court order made under:-
 - (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 etc.

- an assignment to a person who would be qualified to succeed the tenancy if you died immediately before the assignment. **See clauses 5.3 to 5.3.4** for further details.

5.1.2 If you have an introductory tenancy you will not assign or attempt to assign your tenancy except where permitted by law as follows:

- a Court Order under the family provisions set out for secure and flexible tenancies above;
- assignment to a person who would be qualified to succeed the tenancy if you died immediately before the assignment. See clauses **5.3.5 to 5.3.9** for further details

5.1.3 Assignment to a person who would be qualified to succeed a secure tenancy or flexible tenancy

5.1.4 Clauses 5.1.3 to 5.1.6 apply to secure and flexible tenancies only.

5.1.5 If your tenancy commenced before 1 April 2012 and where there has been no previous succession or assignment, you can assign your tenancy to the following:

- your spouse or registered civil partner, as long as they are living with you;
- another member of your family (this includes cohabiting partners, children, parents, siblings and most other close relatives). This is provided that they resided with you at your property as their only or principal home for the previous twelve months.

5.1.6 If your tenancy commenced after 1 April 2012 and where there has been no previous succession or assignment, you can assign your tenancy to the following:

- your spouse, civil partner or cohabiting partner as long as they are living with you.

5.1.7 Assignment to a person who would be qualified to succeed an introductory tenancy

5.1.8 Clauses 5.1.7 to 5.1.9 apply to introductory tenancies only

5.1.9 You can assign your tenancy to a person who would be qualified to succeed if you died immediately before the assignment and where there has been no previous succession or assignment to the following:-

- your spouse or registered civil partner, as long as they are living with you;
- another member of your family (this includes cohabiting partners, children, parents, siblings and most other close relatives). This is provided that they resided with you at your property as their only or principal home for the previous twelve months.

5.2 An assignment in accordance with section 92 of the Housing Act 1985 (assignment by way of exchange)

5.2.1 Clauses 5.2. to 5.2.5 apply to secure and flexible tenancies only.

5.2.2 You may apply to exchange your property with another tenant of ours, another Council or a housing association if you comply with certain conditions, but you must first obtain our written consent.

5.2.3 We may refuse the exchange if you or the person you are swapping with does not meet with certain conditions.

5.2.4 When you exchange a property, you have to accept it in its current condition. We have a responsibility to carry out safety checks but any damage caused by neglect, misuse or unauthorised substandard work becomes your responsibility as the exchanging tenant. You are also responsible for both approved and unauthorised improvements and alterations carried out by the previous tenant.

5.2.5 We can only refuse consent on one or more of the grounds as set out in the Housing Act 1985. Where there are rent arrears, we will ask the current tenant to clear their account before assigning the tenancy.

5.3 Succession for secure and flexible tenancies only

5.3.1 Clauses 5.3 to 5.3.4 apply to secure and flexible tenancies only.

5.3.2 If your tenancy commenced before 1 April 2012, when you die your tenancy

- may be passed to a spouse, civil partner, or partner provided that there has not been a previous right to succession or assignment. If you do not have a spouse, civil partner or partner then the tenancy may be passed to a member of your family. This is provided that they resided with you throughout the period of twelve months ending with your death.

5.3.3 If your tenancy is passed to someone other than your spouse or civil partner and your property is:

- bigger than they need;
- there is an age restriction of occupants to stay in your property;
- it has been adapted for a disabled person and the successor is not disabled.

We have the right to move them to a more suitable property.

5.3.4 If your tenancy commenced after 1 April 2012, when you die your tenancy may be passed to a spouse, civil partner, or partner provided that there has not been a previous right to succession or assignment.

5.3.5 Succession for introductory tenancies only

5.3.6 Clauses 5.3.5 to 5.3.9 apply to introductory tenancies only.

5.3.7 When you die your tenancy may be passed to the following:

- your spouse or civil partner, as long as they are living with you:
- another member of your family (this includes cohabiting partners, children, parents, siblings and most other close relatives). This is provided that they resided with you throughout the period of twelve months ending with your death.

5.3.8 Your tenancy cannot be succeeded if there has been a previous right to succession or assignment:

5.3.9 If you die whilst you are still an introductory tenant, any successor who takes over your tenancy will also be an introductory tenant.

5.3.10 **Clauses 5.3.10 to 5.3.18 apply to introductory, secure and flexible tenancies.**

5.3.11 If you have a joint tenancy and you die, the tenancy will pass to the other joint tenant and this will count as the one succession allowed by the Housing Act 1985 (for example husband and wife to surviving wife or husband).

5.3.12 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.

5.3.13 A successor is not liable for any rent arrears owed by you as 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.

5.3.14 If a successor has succeeded to your tenancy which has 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.

5.3.15 If there is no right to succession, the surviving person will receive guidance relating to their housing options.

5.3.16 If you die and your tenancy does not automatically pass to a person qualified by law to succeed to your tenancy. If you have a will, the executors or administrators of the estate can end your tenancy, but must serve a minimum of four weeks' notice on us or surrender the tenancy to give it up (if agreed by us).

5.3.17 A tenancy does not automatically end when you die. If you have not left a will, we will end your tenancy by serving notice on the Public Trustee.

5.4 Right to buy

5.4.1 Secure and flexible tenants have the right to apply to buy their property, subject to conditions. Certain properties, such as sheltered properties, or adapted properties may be exempt.

5.4.2 You do not have the right to apply to buy your property if you have an introductory

tenancy. Time spent under an Introductory Tenancy may be included in the qualifying period for your Right to Buy.

Section Six

Ending your tenancy

6.0 Ending the tenancy

6.1 Clauses 6.0 to 6.1.3 apply to introductory and secure tenancies only

6.1.2 You must give us **at least** four weeks' written notice to quit 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 rent. We will charge you full rent throughout the notice period.

6.1.3 If you are a joint tenant, any one of you can end the tenancy by giving four weeks' written notice to quit.

6.1.4 Clauses 6.1.4 to 6.1.14 apply to introductory, secure and flexible tenancies.

6.1.5 If you are receiving an alarm service from us. Any charges for this service will end if you pass away. The charge will cease following the Sunday after death and the service will be disconnected.

6.1.6 If you or someone acting on your behalf fails to return all the keys to your property after the tenancy ends, we will recharge you for changing any locks, obtaining new keys and for any loss due to extending the void period.

6.1.7 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.

6.1.8 If you do not give the correct notice you will continue to be responsible for the rent and any other charges.

6.1.9 Before ending your tenancy you must ensure that your property (including outbuildings, sheds and lofts) is left clean and free from furniture and possessions. You must leave all of our fixtures and fittings intact and in the same condition as they were as at the start of your tenancy with the exception of fair wear and tear. If you fail to do this, you may be recharged for any costs incurred.

6.1.10 We are not responsible for any item that you, members of your household, or visitor leaves at your property at the end of your tenancy. We will sell or dispose of anything that is left. By signing this agreement you agree that if any items are left we can dispose of them in a way we think is appropriate.

6.1.11 We do not have to return your belongings or give money we gain from selling any items left in the property. If the belongings you left in your property were not yours and we sell or dispose of them, you will be responsible for the cost of replacing them or compensating the owner.

- 6.1.12** In the event of your death where no succession rights exist, if you have a will, your executor or personal representative must notify us in writing and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate may incur further costs against your estate, for example rent charges. If you have no will and where no succession rights exist, we will end the tenancy on the Public Trustee.
- 6.1.13** Your property may be advertised on Devon Home Choice before you vacate.
- 6.1.14** We have a responsibility to carry out safety checks and routine repairs before re-letting a property. Therefore if you are moving from your property you must let us have access to carry out a 'pre-vacation' inspection before you vacate to carry out minor repairs and to show prospective tenants around your property.
- 6.1.15** **Clauses 6.1.15 to 6.1.27 apply to flexible tenancies only**
- 6.1.16** A flexible tenant can serve a Notice of Termination to terminate the flexible tenancy provided that on the date specified in the notice there are no arrears of rent, and the tenant is not otherwise in breach of a term of the tenancy. All joint tenants must give the Notice of Termination otherwise it will be ineffective.
- 6.1.17** The tenancy will terminate on the date specified in the notice or determined only if on that date:-
- no arrears of rent are payable under the tenancy; and
 - the tenant is not otherwise in breach of a term of the tenancy.
- 6.1.18** **The Council ending the flexible tenancy at the end of the Fixed Term**
- 6.1.19** Not less than six months before the end of the flexible tenancy, we will consider whether we should grant you a new tenancy. We will arrange to visit you at your property to review your tenancy. If you fail to attend a review appointment and do not re-arrange another appointment or fail to supply us with the relevant information to enable us make a decision about the ending of the fixed term of tenancy, we will proceed to serve you the relevant notices to end your tenancy.
- 6.1.20** If we do decide not to grant a new tenancy we will give you six months' notice of this before the end of the flexible tenancy. We will notify you of the reasons for that decision and inform you about your rights to request a review within twenty one days of notification. If you do not request a review in time or the original decision is confirmed, we will serve a final notice on you advising that it is our intention to seek possession of your property when the flexible term ends. We will pursue a possession order if required.
- 6.1.21** **Ending the tenancy during the Fixed Term of a Flexible Tenancy: Forfeiture**
- 6.1.22** We may forfeit the flexible tenancy in any of the following circumstances:
- if any total weekly rent, including service charges, is unpaid for seven days after it became due, whether formally demanded or not;
 - if there has been a breach of any of your other obligations in this agreement or any of those obligations have not been performed;
 - in any of the circumstances amounting to a ground for possession set out in the Housing Act 1985 as it may be amended from time to time;
 - if you cease to occupy our property as your only or principal home.
- 6.1.23** You shall be liable to pay for any legal and/or other professional costs incurred by us in

preparing and serving any notice on you in contemplation of forfeiting this agreement.

6.1.24 Ending the tenancy during the Fixed Term: Break notice

6.1.25 We may serve a Break Notice on you at least twenty eight days before the Break Date in any of the following circumstances:

- if any total weekly rent, including service charges, is unpaid for seven days after it became due, whether formally demanded or not;
- if there has been a breach of any of your other obligations in this agreement or any of those obligations have not been performed;
- in any of the circumstances amounting to a ground for possession set out in the Housing Act 1985 as it may be amended from time to time;
- if you cease to occupy our property as your only or principal home.

6.1.26 The Break Notice shall be in writing and for the purpose of this clause, writing does not include facsimile transmission or e-mail.

6.1.27 The flexible tenancy shall terminate on the Break Date specified in the Break Notice.

6.2 Retraction of notice

6.2.1 If you serve a Notice to Quit (for introductory and secure tenancies) or a Notice of termination (for flexible tenancies) 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 further advice. We therefore, advise you to think carefully about serving notice to end your tenancy.

6.3 Transfers

6.3.1 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'; or
- your tenancy has been demoted.

6.4 Moving out

6.4.1 When you vacate your property, 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;
- arrange the disconnection of any gas, electricity and water supplies;
- 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 your property unless previously agreed by us. If you leave any items at your property we reserve the right to dispose of these and recharge you for this service;
- remove all rubbish from both inside and outside your property, including the storage areas, lofts and gardens;
- leave your property in a clean and tidy condition (if we have to carry out any further cleaning to your 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 your property;
- ensure that all the fixtures and fittings you have installed and which you are leaving at your property, with our consent, are in good working order;
- ensure that any damaged or missing fixtures and fittings are replaced;
- ensure that any member of your household or visitor vacates your property at the same time as you;
- ensure that no pet(s)/animal(s) remain at your property; and
- take steps to ensure that your property is free from vermin or insect infestation.

6.4.2 Introductory and secure tenants must return all keys for lockable doors and windows of their 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 rent.

6.4.3 Flexible tenants must return all keys for lockable doors and windows of their property, including communal door keys/fobs, to our offices by **10.00am at the latest, on the termination date specified in the Notice**. 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 rent.

Section Seven

General information

7.0 Personal information

7.1 This agreement records information such as your name, national insurance number, household details, Trustees details (if applicable), the date you become a tenant and the rent and charges due for your property.

7.1.2 When you sign for your new property, we will take a photograph of you. A copy of your photograph will be either kept on your housing file and/or in a photographic database that is held by the Council.

7.1.3 By signing this tenancy agreement, you agree to provide us with details of your household's income when requested to enable us to carry our housing management functions.

7.2 Making contact

7.2.1 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 cost effective and appropriate. This may be in the form of letter, email, text messaging, telephone or face to face.

7.3 Minors

7.3.1 We will only give a tenancy agreement to someone under the age of eighteen if a responsible person signs this agreement on their behalf as trustee. That person accepts that any notices or demands for payment served under this agreement can be served on the trustee until the tenant reaches the age of eighteen. Once the minor turns eighteen, they will be asked to sign a new tenancy agreement.

7.3.2 The Trustee/s must agree that he/she will not:

- personally occupy the property at any time during this tenancy;
- exercise personally any rights granted by this tenancy; or
- personally benefit from the tenancy or attempt to do so.

7.4 Household changes

7.4.1 You must notify of us of any permanent changes to your household.

7.5 Court Orders

7.5.1 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.

7.6 National Fraud Initiative

7.6.1 We are required under Section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative data matching exercise. The data held by us will be used for cross-system and cross authority comparison for the prevention and detection of fraud.

7.7 Tenancy Fraud

7.7.1 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 makes provisions that if you have committed tenancy fraud, we can take legal action against you.

7.8 Consultation and information

7.8.1 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.

7.8.2 **Clauses 7.8.2 to 7.8.5 apply to introductory, secure and flexible tenancies.**

- 7.8.3** You have the right to be consulted over any major changes in housing management, maintenance and improvement works affecting your property and your tenancy. We will consider your views, including carrying out any statutory consultation, before putting the changes into effect.
- 7.8.4** You have the right to manage your neighbourhood, subject to certain criteria. Tenant management organisations (TMOs) can take on responsibilities for housing management provided they have followed the appropriate regulations and guidance. Please contact the Housing Service for more information about this.
- 7.8.5** You have the right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation transfers and our performance as a landlord.

7.9 Data Protection

- 7.9.1** We will process personal information in connection with your tenancy in accordance with the Data Protection Act 1998.
- 7.9.2** 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. Charges may apply for copies of any documents.
- 7.9.3** 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.
- 7.9.4** We will follow the terms of the Data Protection Act 1998 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.

7.10 Contract rights for third parties

- 7.10.1** 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.

7.11 Customer service and complaints

- 7.11.1** 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.
- 7.11.2** 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.

7.12 Changes in the law

7.12.1 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.

7.13 Serving notice

7.13.1 Any notice that we need to serve on you under the terms of this Agreement or as required by law will be validly served if it is:

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

7.13.2 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:

**Housing Services
Mid Devon District Council
Phoenix House
Phoenix Lane
Tiverton
Devon
EX16 6PP**

We advise you to request a receipt for proof of hand-delivery.

Section Eight

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 or trustee/s) on behalf of the minor tenant/s or tenant/s named below.

Tenants' or Trustees names

1	
2	
3	
4	

National Insurance number

Minor names

1	
2	

**National Insurance number
(If applicable)**

Household members

The people who will live in the property 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?

If Yes, is the garden for sole or shared use

This tenancy is an:

Introductory tenancy

Secure tenancy

Flexible 2 year tenancy

Flexible 5 year tenancy

Your weekly tenancy starts on

You will become a secure tenant on unless we take action to extend or end your introductory tenancy

You will become a flexible tenant on this will end on

You must pay us the following charges **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 charges		Every week

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 property if I/we fail to comply with the terms and conditions of this Tenancy Agreement.

Flexible tenancy only - I/We acknowledge that before the tenancy was granted I/we was/were served with a notice stating the tenancy would be a flexible tenancy.

Signatures

Tenant(s) or Minor(s) signatures

Signed **Date**

Print name

Signed **Date**

Print name

Signed **Date**

Print name

Signed **Date**

Print name

Trustee(s) signatures

Signed **Date**

Print name

Signed **Date**

Print name

Signature on behalf of the landlord

Signed

Date

Print name

Payments you owe from a previous Council tenancy

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

Address

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 the landlord

Signed

Date

Print name

Definitions and express terms

An explanation of the wording we have used in this agreement can be found below.

Definition:	Meaning:
Break date	The date stated in the Break Notice on which a flexible tenancy shall terminate
Break Notice	A notice to terminate a flexible tenancy lease
Central FIT Register	Means the register kept and maintained by OFGEM
Communal area	Any part of the building and communal land that all tenants share or can use including stairs landings paved areas shared gardens and parking areas
Conservation area	An area where the buildings are protected because they are of historical importance
Demoted tenancy/Demoting the security of tenancy	A secure or flexible tenancy, which has reduced rights to those of an introductory tenancy because of a Court Order. Under certain circumstances, we may apply to court to have a secure or flexible tenancy reduced to a demoted tenancy
Employees	Includes any contractor, agent or anyone employed by us
Evict or Eviction	This is when you are required to leave your property. We will not evict you without a Court Order
Feed in Tariff	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 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 Panel System including carbon credits or CO2 savings
FIT Period	Means the period of twenty-five (25) years from the date that the Solar 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
Flexible tenancy	A tenancy under section 107A of the Housing Act 1985. A flexible tenancy is a secure tenancy that lasts for a fixed period of time
Garden	Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences
Household	All those living at the property, including pets
Improvement	Any alteration or addition to the property
Injunction	A Court Order requiring a tenant or person to do, or refrain from doing specific acts
Introductory tenancy	A tenancy under Part 5 of the Housing Act 1996, which lasts for a trial period of 12 months and may then become a flexible or secure tenancy
Joint tenancy	If you are joint tenants, the words "you" or "tenant" refer to both tenants but also to either tenant. This is because each of you, as individuals, is responsible for keeping to the terms of the Tenancy Agreement. Please note that in respect of serving a Notice of Termination for a flexible tenancy all tenants must sign the Notice of Termination
Landlord, Council, We, Us, Our or 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 property that includes the road, street or estate where your property 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	Your neighbours include: Other tenants of Mid Devon District Council Everyone living in the area near your property including people of other tenures
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 four weeks' notice
Notice of Termination	Notice of termination of a flexible tenancy by tenant-all joint tenants must give notice for it to be effective Unless the Council agrees otherwise in writing the notice must be in writing stating that the tenancy will be terminated on a date specified in the notice and this date must be after the end of the period of four weeks beginning with the date on which the notice is served The notice of termination will not be effective to end the tenancy if there are arrears of rent or the tenant is in breach of a term of the tenancy
OFGEM	Means the 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
Pet(s)/animal(s)	A domestic pet(s)/animal(s) which depends on a human for food, water and shelter
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 tenancy and not a flexible tenancy
Solar Panel System	Means any solar panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on your property
Subletting	When someone pays you rent to live in your property and have exclusive rights to part of 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 Panel System and includes their successors in title
Trustee	The person who holds the legal estate in the tenancy
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 or Your	The tenant(s), who is also responsible for members of their household and visitors to their property

Table – Rights of tenant

Legal rights of tenants	Introductory Tenants	Secure Tenants	Flexible Tenants	Demoted tenants
Right to succession of spouse/civil partner/partner	Yes	Yes	Yes	Yes
Right to succession of family members	Yes, in certain cases	Yes, in certain cases	No	Yes, in certain cases
Right to Assign	Yes, in certain cases	Yes	Yes	Yes, in certain cases
Right to take in lodgers	No	Yes	Yes	No
Right to sub-let part of your property	No	Yes	Yes	No
Right to Mutual Exchange	No	Yes	Yes	No
Right to Buy	No	Yes, in most cases	Yes, in most cases	No
Right to Repair	Yes	Yes	Yes	Yes
Right to improve (with written consent)	No	Yes	No	No
Right to improve on discretionary grounds for health and safety purposes (with written consent)	Yes	Yes	Yes	Yes
Right to compensation for improvements to your property	Yes, in certain cases	Yes	No	No
Right to information	Yes	Yes	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes	Yes	Yes
Right to vote prior to transfer to new landlord	No	Yes	Yes	No

DECENT & AFFORDABLE HOMES PDG 26 JANUARY 2016

CAR PARK MANAGEMENT POLICY

Cabinet Member Cllr Ray Stanley
Responsible Officer Housing Services Manager

Reason for Report: To review the Car Park Management Policy.

RECOMMENDATION(S): Cabinet approves the revised Car Park Management Policy.

Relationship to Corporate Plan: The Council must run the Housing Service efficiently and effectively in accordance with legislative requirements and the provisions of the regulatory framework.

Financial Implications: Neighbour disputes relating to car parking issues can be problematic and may be time-consuming. The provision of an up-dated policy relating to car park management should reduce the amount of time officers spend on managing such issues.

Legal Implications: Having a clearly defined policy ensures fairness and consistency of approach.

Risk Assessment: Failure to provide housing management staff with policies to use in the course of their day to day activities could result in a less consistent and effective service.

1.0 Introduction

- 1.1 The review of this policy reflects changes in good practice and legislative changes. It will provide a framework for staff which sets out how they should respond to queries and tackle management issues where enforcement is required.
- 1.2 The Council does not have a statutory obligation to make provision for car parking. However, the provision of parking facilities helps to reduce congestion on roads and estates. Parking problems in residential areas can cause great concern to residents and can lead to neighbourhood disputes. The quality of life for residents can be improved if car parking is managed.
- 1.3 The Car Park Management Policy was adopted at the meeting of the Decent and Affordable Homes Policy Development Group in June 2011. The policy was due to be reviewed by May 2015. Conflicting priorities have delayed this work.
- 1.4 Tenants Together approved the draft Car Park Management Policy at their meeting on 10 December 2015.

1.5 Members are asked to consider the proposed changes and to agree the adoption of the reviewed policy.

2.0 Proposed policy changes

2.1 The policy has been reviewed and a number of minor changes have been made.

2.2 The layout of the policy has been changed to give greater clarity. More information on the responsibilities of both the Council and those of residents has been added. For example, the policy confirms our commitment to removing offensive graffiti within one working day of being notified. In addition, it also states that residents should not use Council land for the purpose of accommodation or for criminal activities.

2.3 Additional definitions have been added to section four; who we consider to be a resident, for example Council tenant, private tenant or lodger, also Council property to explain that we consider this to be a MDDC home including gardens or shared communal areas. The definitions relating to abandoned and non-roadworthy vehicles have been changed.

2.4 The policy makes it clear that Council tenants are responsible for the behaviour of members of their households and visitors.

2.5 Residents are reminded that if they do anything which interferes with or is likely to interfere with the security or safety of any Council land, or cause damage, defaces, or paints graffiti on any property or structure, they will be recharged for making good the damage.

2.6 Finally, an additional clause has been added stating that we will not be responsible for damage, theft or vandalism to vehicles parked on Council land or property.

Contact for more Information: Claire Fry, Housing Services Manager (01884 234920 cfry@middevon.gov.uk)

Circulation of the Report: Councillor Ray Stanley, Management Team

List of Background Papers: A copy of such papers to be made available for public inspection and included on Website

Mid Devon District Council

Car Park Management Policy

Policy Number: HSG v3.7

January 2016

DRAFT

Version Control Sheet

Title: Car Park Management Policy

Purpose: To review the Car Park Management Policy in accordance with good practice and relevant legislative requirements.

Owner: Housing Services Manager
cfry@middevon.gov.uk
Telephone number 01884 234920

Date: **January 2016**

Version Number: v3.7

Status: Review Policy

Review Frequency: **Every 4 years or sooner if required and in accordance with changes in good practice and legislation**

Next review date: **January 2020**

Consultation **This document was sent out for consultation to the following:**

Cabinet Member

Staff

Tenants Together

Management Team

PDG Decent & Affordable Homes

Document History

This document obtained the following approvals.

Title	Date	Version Approved
Cabinet Member	28.9.15	
Tenants Together	10.12.15	
Management Team	12.1.16	
PDG Decent & Affordable Homes		
Cabinet		

1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC), Housing Services approach to dealing with car parking in and around neighbourhoods. This includes housing amenity, residential and permit holder car parks. We recognise that tenants and residents in some areas have no or limited means of transport and rely on a car. Many of our estates were built when levels of car ownership were not so high. Tenants and residents are encouraged to use Council car parks to reduce congestion on roads, to reduce parking issues and to promote safer communities.

2. Scope

This policy explains how the Housing Service will manage car parking on Council land which is utilised by a range of users, such as Council tenants, leaseholders, owner occupiers, tenants of Registered Providers and private landlords. This policy covers the following points and should be read in conjunction with the related documents highlighted below.

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

3. Related Documents

- a. Tenancy Agreement
- b. Property Deeds or Lease
- c. Policy relating to tenancy changes
- d. Anti-social behaviour Policy and Procedures
- e. Recharge Policy

4. Definitions

The following definitions apply to this policy:

- **Resident** – any Council tenant, registered provider or private tenant, lodger, leaseholder, owner-occupier or business user
- **Tenant** – means anyone who holds a Council tenancy or is a leaseholder with MDDC
- **Vehicle** – any car, motorcycle, caravan, trailer, trailer tent, motorhome, van, lorry, horsebox, boat, motor scooter or similar
- **Council owned land** – is land owned by MDDC, including all estates or amenity, residential and permit holder car parks
- **Council property** – a MDDC home including gardens or shared communal areas
- **Abandoned vehicle** - any vehicle which the owner no longer wants that has been left on Council land. The vehicle may be in poor condition, unmoved for some time or have no valid insurance or tax

- **Non-roadworthy vehicle** - any vehicle that is not fit to be driven on the open road, vandalised or parked on Council land and could potentially be a danger to others.

5. Our parking responsibilities

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

- Implementing car parking controls;
- Taking appropriate action to manage car parks efficiently and effectively;
- Reserving the right to charge for unauthorised parking or withdraw a permit;
- Taking appropriate action to resolve issues, for example unauthorised and inconsiderate parking or nuisance;
- Removing offensive graffiti within one working day of being notified;
- Acting swiftly to contact the owner of a vehicle where an unauthorised or abandoned vehicle is parked on Council land before arranging the vehicle's removal and disposal. However where this has failed, we may give due notice to remove the vehicle before arranging for its removal and disposal;
- Taking appropriate enforcement action, where required;
- Enforcing vehicle repair activity. This will be in accordance with the Tenancy Agreement.

6. Resident parking responsibilities

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

- Only park in the designated parking space that has been allocated, where applicable;
- Ask visitors not to park in designated parking spaces which do not belong to the tenant or resident;
- Not leave untaxed, SORN, non-roadworthy or abandoned vehicles on Council land;
- Not park commercial lorries, trailers, horseboxes, camper vans or caravans on Council land except with prior written consent from us;
- Not park any vehicle that exceeds two tonnes unladen weight on any Council land;
- Not park or leave any vehicle on Council land other than in areas set aside for parking;
- Park vehicles considerately for neighbours;
- Avoid obstructing access to other properties, vehicles or access points;
- Allow accessibility for Emergency Services and Council vehicles;
- Avoid causing noise nuisance to neighbours or driving at an inappropriate speed around Council land;
- Not carry out repairs to vehicles on Council land, except for, topping up windscreen washer fluid, oil or water, changing one tyre, putting in a new

sound system or changing windscreen wipers. It is not acceptable to change the oil;

- Precautions must be taken to minimise the possibility of an outbreak of fire, and any vehicle materials must be disposed of correctly;
- Not use power tools to undertake car maintenance. Cordless vacuum cleaners may be used;
- Avoid playing loud music from vehicles parked on Council land;
- Not park any vehicle where it will churn up the grass verge;
- Display permits prominently in vehicles, either on the dashboard or windscreen;
- Not sell or exchange a permit with another person;
- Not use Council land for the purpose of accommodation, such as camping;
- Avoid rigging up any cables from a property to a vehicle parked on Council land;
- Not chain or tie any animal to a vehicle to graze on Council land or property;
- Avoid leaving any person or animal in a vehicle on Council land or property for a prolonged period which will have a detrimental effect on their wellbeing;
- Prevent doing anything which interferes with or is likely to interfere with the security or safety of any Council land or cause damage, deface, or apply graffiti to any property or structure we own;
- Not use any Council land for criminal activity or immoral purposes;
- Not use Council land for the purpose of running a business without prior consent;
- Prevent doing anything that may put someone at risk. Any health and safety issues should be reported to us immediately.

7. Amenity/residential/permit holder car parking

- 7.1** Tenants and residents are responsible for the actions of members of their household and visitors to their home. Where a tenant or resident abuses the use of Council land, we will take enforcement action.
- 7.2** All tenants and residents are expected to follow the terms of parking conditions as stated on their parking permits (if applicable), displayed on boards at designated car parks or conditions attached to written consent issued by us.
- 7.3** Tenants and leaseholders of this Council or owner occupiers of ex MDDC Council properties have to comply with the parking conditions set in their tenancy agreement, lease or deeds.
- 7.4** The parking of any vehicle other than a car, a motorcycle or light van, is not allowed on Council land or property unless prior written consent from us has been granted.
- 7.5** We do not permit vehicles with a Statutory Off Road Notification (SORN) to park on Council land. However, we may grant consent to park a SORN vehicle at a Council property with an approved hard standing or garage.
- 7.6** Parking is on a first come, first served basis at amenity and residential car parks.

- 7.7** Anyone can use Council amenity car parks or park on our estates, regardless of their tenure status or whether they are resident on that estate or not.
- 7.8** We will issue one permit free of charge to each leaseholder (where this is a condition of their lease) and tenant household. This will be for residential and permit holder only car parks, where applicable.
- 7.9** At residential car parks, only vehicles displaying a permit for that specific car park will be allowed to use the non-designated spaces. If there is ample parking for tenants or residents, we may decide to allocate spaces for visitors.
- 7.10** Permits issued for permit holder car parks are allocated for designated spaces. Where we have more spaces than households or a tenant/resident requests an additional parking space, a permit will be offered for an annual fee (at the current rate for the financial year as determined by Councillors). Vehicles must not be parked in any space other than where the permit allows.
- 7.11** In permit holder car parks, where demand outstrips the supply of parking spaces, an applicant can be added to a waiting list. If a space becomes available, priority will be given to a tenant who lives on the estate followed by a tenant who lives elsewhere. If there are still spaces available, a non-Council tenant will then be offered the permit.
- 7.12** We will not offer an additional or replacement permit where the tenant or resident has an outstanding debt with the Council. Once the debt is cleared, we will consider the request. There will be a charge for this service except where the permit has been stolen and a valid crime reference has been supplied to us.
- 7.13** In the event that the permit is lost or stolen and a new permit is required, it is the responsibility of the tenant or resident to request a replacement.
- 7.14** Permits are allocated to households, not vehicles and they are transferable to individual users within that household. Visitors including carers may also use a resident's permit by displaying it in their vehicle. Any vehicle parked not displaying a permit (where applicable) is liable to enforcement action.
- 7.15** Duplicate permits can be requested, however, only one vehicle displaying that permit is allowed to park at any one given time. There will be a charge for non-Council tenants for this service.
- 7.16** A tenant or resident can terminate their permit in writing to us at any time. If a tenant has a permit and they move to another property which is not on the current estate, they are no longer eligible to hold that permit. They will be required to surrender the permit when they vacate their property.
- 7.17** Disabled spaces are for use by drivers and/or passengers with mobility difficulties. These spaces are not for specific users and can be used by any vehicle displaying a blue badge on a first come, first served basis. We expect tenants and residents not to abuse the use of a space.

7.18 We reserve the right to recharge the tenant or resident for any costs incurred from the misuse of Council land caused by them, members of their household or visitors to their home. All recharges will be dealt with in accordance with the Housing Services Recharge Policy.

8. Inconsiderate parking

8.1 We will work with tenants and residents to find reasonable solutions to parking problems. However, we are unable to take any enforcement action where the problem occurs on the highway or private land.

8.2 Where the Council does not own the land, our powers to manage parking problems are limited; this will include parking on pavements, or in front of dropped kerbs. We will offer advice to a tenant or resident when they raise concerns.

8.3 We are unable to limit the number of vehicles a household owns. However, we may offer solutions to resolve parking issues, for example, grant permission for a hard standing or offer a garage to rent, where the relevant criteria is met.

9. Liability for theft, damage and vandalism to vehicles

9.1 We are not responsible for vehicles parked on Council land or property including liability for damage, theft or vandalism.

10. Maintenance of housing estate car parks

10.1 Neighbourhood Officers carry out six monthly neighbourhood walkabouts and monthly communal inspections, which include inspecting our car parks. They will inspect car parks routinely, report any repairs and address any health and safety risks.

11. References

- The Road traffic Act 1991

12. Equality and Diversity

12.1 The Housing Service will tailor its services to meet the diverse needs of individuals. We foster good relations with people when providing services to eliminate discrimination and to promote opportunity of equality.

13. Review

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

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DECENT & AFFORDABLE HOMES PDG 26 JANUARY 2016

GARAGE MANAGEMENT POLICY

Cabinet Member Cllr Ray Stanley
Responsible Officer Housing Services Manager

Reason for Report: To review the Garage Management Policy.

RECOMMENDATION(S): Cabinet approves the revised Garage Management Policy.

Relationship to Corporate Plan: The Council must run the Housing Service efficiently and effectively in accordance with legislative requirements and the provisions of the regulatory framework.

Financial Implications: Income from Garage and Garage Ground Rent Plots (GGRP) is accounted for within the Housing Revenue Account and supports housing expenditure.

Legal Implications: Having a clearly defined policy ensures consistency of approach.

Risk Assessment: Failure to provide housing management staff with the appropriate policies could result in a less consistent and effective service.

1.0 Introduction

- 1.1 The review of this policy reflects changes in good practice and allows for any legislative changes to be updated accordingly. It will provide a framework for staff which sets out how they will respond to and manage queries relating to renting a garage or GGRP.
- 1.2 The Council does not have a statutory obligation to provide garages or GGRP's. However, the provision of parking facilities helps to free up congestion on roads, promote safer communities and prevents access problems on estates due to overcrowding of vehicles.
- 1.3 The Garage Management Policy was adopted at the meeting of the Decent and Affordable Homes Policy Development Group in June 2011. The policy was due to be reviewed by May 2015.
- 1.4 Tenants Together approved the draft Garage Management Policy at their meeting on 9 July 2015.
- 1.5 Members are asked to consider the proposed changes and agree the adoption of the reviewed policy.

2.0 Proposed policy changes

- 2.1 The reviewed policy has been updated to reflect changes in good practice and recent amendments made to the Tenancy Changes Policy (previously known as Succession and Assignment Policy).
- 2.2 Age restrictions have been applied to renting a garage or GGRP to those applicants aged 18 years or over. Previously, minors aged 16 and 17 were permitted to rent a garage or GGRP on condition they had a guarantor acting on their behalf. These changes are reflected in the policy due to the low number of tenancies we grant and the complications associated with renting a GGRP to those aged under 18 years old.
- 2.3 The management of garages is not subject to the same legislation as the management of social housing which means that the Council has more discretion in terms of the development of policy relating to this area. Therefore we have used our discretion as to whether or not we grant a new tenancy in cases where a former tenant has breached their tenancy, for example, non-payment of rent.
- 2.4 Provision has also been made so that a prospective tenant may view a garage or GGRP prior to signing up for the tenancy. However, the policy has been revised so that if the prospective tenant does not return the keys or lose them, they will be recharged for the replacement of any locks or keys.
- 2.5 The policy emphasizes the use of a garage or GGRP should not be used for living accommodation.
- 2.6 The policy has introduced a new clause on the demolition of garages for development. This will allow the Council to demolish individual and blocks of garages and GGRP's where there is a requirement due to a health and safety risk or where a business case is in place to develop the site.
- 2.7 The policy has been amended so that family members who succeed to the tenancy in the event of death, have additional time to take on or refuse the tenancy. These timescales have been changed from 10 to 28 days.

Contact for more Information: Claire Fry, Housing Services Manager (01884 234920 cfry@middevon.gov.uk)

Circulation of the Report: Councillor Ray Stanley, Management Team

List of Background Papers: A copy of such papers to be made available for public inspection and included on Website

Mid Devon District Council

Garage Management Policy

Policy Number: HSG v4.3

January 2016

DRAFT

Version Control Sheet

Title: Garage Management Policy

Purpose: To review the Garage Management Policy in accordance with good practice and relevant legislative requirements.

Owner: Housing Services Manager
cfry@middevon.gov.uk
Telephone number 01884 234920

Date: **January 2016**

Version Number: v4.3

Status: Review of policy

Review Frequency: **Every 4 years or sooner if required and in accordance with good practice and changes in legislation**

Next review date: **January 2020**

Consultation **This document was sent out for consultation to the following:**

Cabinet Member

Staff

Tenants Together

Management Team

PDG Decent & Affordable Homes

Document History

This document obtained the following approvals.

Title	Date	Version Approved
Cabinet Member	22/6/15	
Tenants Together	9/7/15	
Management Team	12/1/16	
PDG		
Cabinet		

1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC), Housing Service approach to letting and managing garage and garage ground rent plots (GGRP's). Residents are encouraged to take on garage and GGRP tenancies to free up congestion on roads, promote safer communities and prevent access problems on estates due to overcrowding of vehicles.

2. Scope

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

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

3. Related Documents

- a. Garage Agreement
- b. GGRP Agreement
- c. Income Management Policy
- d. Recharge Policy
- e. Policy relating to tenancy changes

4. Definitions

The following definitions apply to this policy:

- **Garage** includes the structural building and the garage forecourt area
- **Garage Ground Rent Plots (GGRP)** are plots of land purposely let for parking a vehicle. They are let as a hard standing and are suitable for erecting a prefabricated garage by the tenant, if required, subject to approval
- **Resident** includes MDDC tenants, freeholders, leaseholders and private tenants
- **Tenant** means anyone who holds a Council tenancy with Mid Devon District Council
- **Vehicle** any car, motorcycle, caravan, trailer, trailer tent, motorhome, van, lorry, horsebox, boat, motor scooter or similar

5. Allocations and lettings

5.1 Waiting lists are open to all residents aged eighteen or over regardless of their

tenure status, subject to meeting the relevant criteria.

- 5.2** Businesses may apply for a garage to store a vehicle for business purposes. They may also store other items but not use the garage as a retail outlet or for advertising purposes.
- 5.3** Garage rent will be charged at a higher rate for businesses, private tenants, home owners, leaseholders and former tenants, compared to current tenants of a Council dwelling.
- 5.4** It is the responsibility of the tenant to notify us of any changes.
- 5.5** Registered charitable organisations are charged rent at a discounted rate as long as proof of charitable registration is provided.
- 5.6** GGRP rent is charged at the same rate for all residents.
- 5.7** Waiting lists will be established and maintained in date order, however, priority will be given to Council tenants who rent a dwelling from us over a non-Council tenant when being allocated.
- 5.8** A Council tenant who is in rent arrears or has other housing related debts will not be eligible for a garage or GGRP.
- 5.9** In all cases the applicant will be required to enter into a garage or GGRP agreement. Garage tenancies are weekly agreements and GGRP tenancies are yearly agreements. Joint tenancies are not offered.
- 5.10** If a former tenancy was breached, we have discretion over whether to grant a new tenancy over the next two years.
- 5.11** A tenancy will be revoked if it is found that applicant knowingly gives false or misleading information to obtain a tenancy.
- 5.12** A prospective tenant may view the garage or GGRP prior to signing up for the tenancy. However, they will be responsible for returning the keys that they signed for. If they do not return the keys or lose them, they will be recharged for the replacement of any locks or keys.

6. General use of garage/GGRP

- 6.1** We will not be responsible for any loss, deterioration or damage to a vehicle or any items stored in a garage or GGRP.
- 6.2** Tenants must not keep an untaxed vehicle in the garage or GGRP unless a valid Statutory Off Road Vehicle Notification (SORN) has been made to the Driver and Vehicle licensing Agency (DVLA).
- 6.3** Tenants must not park a vehicle that exceeds two tonnes unladen weight on any Council land.

- 6.4** Tenants are not permitted to re-let, assign or sublet all or part of the garage or GGRP or accept rent from another party for the use of it.
- 6.5** Garages or GGRP's are not permitted to be used for the purpose of accommodation.
- 6.6** Tenants are expected not to continuously run the engine of vehicles whilst in the garage or on GGRP, except when entering and leaving. They must not cause annoyance or nuisance to neighbouring properties including garages or GGRP's.
- 6.7** Tenants are not permitted to carry out repairs to vehicles on Council land, except for, topping up windscreen washer fluid, oil or water, changing one tyre, putting in a new sound system or changing windscreen wipers. It is not acceptable to change the oil. Precautions must be taken to minimise the possibility of an outbreak of fire, and materials must be disposed of correctly.
- 6.8** Tenants are not permitted to use power tools to undertake car maintenance. Cordless vacuum cleaners may be used.
- 6.9** Tenants must be able to close doors on any structure that has been erected on a GGRP or garage doors. They are to avoid causing obstruction to access routes to any other garage, GGRP, roadways, footpaths, forecourts, premises or site.
- 6.10** Tenants must not make any structural alterations or additions to the garage.
- 6.11** It is a condition of the tenancy agreement that tenants must comply with all relevant planning permission and building control consent for erecting any structures on a GGRP. Permission should be sought from us prior to works commencing.
- 6.12** The cost of any repairs, maintenance or replacement of a garage or GGRP as a result of misuse or wilful damage by the tenant, or any other person connected with them, will be dealt with in line with the Housing Services Recharge Policy.

7. Repairs

- 7.1** Tenants are required to give employees or contractors working for the Council reasonable access in order to carry out repairs to the garage, GGRP or neighbouring properties.
- 7.2** We will not be responsible for repairing or maintaining any structure that has been erected on a GGRP. Any structures are to be kept in good repair and condition throughout. This will be the responsibility of the tenant.
- 7.3** If a tenant is unable to use a garage whilst repairs are being carried out and a suitable neighbouring garage is void. This will be offered to the tenant temporary at the same rent as the existing garage tenancy. If there is either

no suitable neighbouring void garage or the tenant declines the offer of one, the existing tenancy will be temporarily terminated. In this case rent will not be charged for the garage requiring repairs providing the keys are returned to us. The tenancy will resume when the repairs to the garage have been completed.

- 7.4** In the event that a garage or GGRP tenancy is terminated because the whole or a substantial part of the site needs to be redeveloped, we will try to offer the tenant a suitable alternative garage or GGRP but cannot guarantee the location.

8. Rent

- 8.1** The rent may be varied by giving the tenant of a garage one week's written notice or one month's written notice for a GGRP before any changes take place. These charges may increase or decrease from time to time – usually once a year.
- 8.2** Garage rent is due weekly as specified in the tenancy agreement. The charges are currently worked out over a 48-week period. No rent will arise for the remaining weeks and these are called “rent free” weeks. If an account is in arrears, during a rent free period the tenant must continue to pay during this time. As from April 2017, rent will be payable over a 52/53 week rent period.
- 8.3** GGRP rent is due yearly. If a tenant is unable to pay the full amount in advance they are advised to make an arrangement to clear the arrears.
- 8.4** Garage and GGRP arrears will be dealt with in line with the Housing Services, Income Management Policy.

9. Terminations

- 9.1** We will not normally end a garage or GGRP tenancy without the tenant's agreement unless there is a breach of tenancy conditions (or the tenant is deceased and there is no succession). As the tenancy is not for a dwelling the tenant has no security of tenure. The tenancy can be ended by serving one week's notice to quit on the tenant with a garage and one month's notice to quit on the tenant with a GGRP.
- 9.2** A tenant holding a garage tenancy may terminate their tenancy with one week's written notice ending on a Sunday.
- 9.3** A tenant holding a GGRP tenancy may terminate their tenancy with one month's written notice.
- 9.4** Where items have been left in a garage or on a GGRP the former tenant will be given every opportunity to remove the items. Rent will continue to be charged until the former tenant either removes the items or they give us written permission to dispose of them. In the event that items are not

removed within one calendar month, we will remove and dispose of any items and the former tenant will be recharged for any costs incurred.

9.5 If there is any outstanding rent or recharges when the garage or GGRP tenancy is terminated then the former tenant must make arrangements to pay any outstanding debts.

9.6 A tenant holding a GGRP tenancy is renting land on which a garage can be built. In some cases, the plot may have an existing structure on it when let. The tenant will be required to remove any structures from the GGRP when the tenancy ends unless we have agreed that it can remain or the tenant has negotiated a sale with the new tenant. In this instance, the tenant will be responsible for the negotiation and exchange of finances with the other party prior to the tenancy ending. Failure to remove the structure, if required, may result in us arranging removal of it and recharging the cost of the work to the former tenant.

9.7 When a garage or GGRP tenancy is terminated, vacant possession is required, with all rent paid up to date, any items removed and the property left in a clean and tidy condition. Keys are to be returned by 12 noon on the Monday following the tenancy end date.

9.8 If the keys are not returned or they have been lost we will recharge the tenant for the replacement of any locks or keys.

10. Insurance

10.1 We will insure the structure of the garage; this does not include structures that have been erected on a GGRP by a tenant or previous tenant. The tenant is responsible for insuring their own vehicle and personal possessions together with any property stored in the garage or GGRP.

11. Demolition of plots and development

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

12. Bereavement

12.1 Where a tenancy has ended due to the tenant passing away, the tenancy may be offered to a surviving member of the tenant's household. Proof of residency will be required before re-letting the garage/GGRP.

12.2 If the surviving member of the tenant's household is not a tenant of a Council dwelling then the rent will revert back to the charge that non-Council tenants receive if they decide to take on the tenancy. If the tenancy is declined or after 28 working days has not been accepted it will be treated as a normal void. This will be dealt with in line with the Housing Services policy relating to tenancy changes.

13. Equality and Diversity

- 13.1** The Housing Service tailors its services to meet the diverse needs of individuals. We foster good relations with people when providing services to eliminate discrimination and to promote opportunity of equality.

14. Review

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

DECENT & AFFORDABLE HOMES PDG 26 JANUARY 2016

RECHARGE POLICY

Cabinet Member Cllr Ray Stanley
Responsible Officer Housing Services Manager

Reason for Report: To review the Recharge Policy.

RECOMMENDATION(S): Cabinet approves the revised Recharge Policy.

Relationship to Corporate Plan: The Council must run the Housing Service efficiently and effectively in accordance with legislative requirements and the provisions of the regulatory framework.

Financial Implications: The Council will recover the cost of work undertaken for tenants, leaseholders, other residents and any other organisations.

Legal Implications: The contractual obligations of tenants are contained in the tenancy agreement. Individual leases set out the liabilities of leaseholders and the responsibilities of freehold residents who reside in former Council properties are usually set out in their conveyance and any associated covenants.

Having a clearly defined policy ensures a fair and consistent approach.

Risk Assessment: Failure to provide housing management staff with the appropriate policies could result in a less consistent and effective service.

1.0 Introduction

- 1.1 The review of this policy reflects changes in good practice and legislative changes. It provides a framework for staff which sets out how they should respond to queries and tackle management issues where enforcement action is required.
- 1.2 The Recharge Policy was adopted at the meeting of the Decent and Affordable Homes Policy Development Group in June 2011. The policy was due to be reviewed by May 2015. Conflicting priorities have delayed this work.
- 1.3 The tenancy agreement clearly states that the Housing Service will recharge the tenant for any repair or replacement of items if the damage has been caused as a result of neglect, misuse or accidental damage caused by the tenant, their household or visitors to their home.
- 1.4 Tenants Together approved the draft Recharge Policy at their meeting on 10 December 2015.

1.5 Members are asked to consider the proposed changes and to agree the adoption of the reviewed policy.

2.0 Proposed policy changes

2.1 The policy has been updated and sets out how the Council will deal effectively with recharges. These may be due to damage, or for the cost of clearing redundant possessions which are left by tenants when they vacate their property, or for any non-standard alterations.

2.2 The policy has been amended to give more clarity with subheadings to reflect the different recharges which may be recovered.

2.3 A section has been added to reflect the steps that will be taken to reduce recharges. This includes reducing incidents of unauthorised and substandard alterations and neglect, misuse, wilful and deliberate damage to Council property. It explains that we will advise tenants of their responsibilities during the sign up process and identify any of the above issues during Tenancy Home Checks.

2.4 The policy introduces a section on assignment by mutual exchange. This explains how a property is inspected by us prior to a mutual exchange taking place. The purpose of this is to identify any repairs and/or tenant's improvements or fixtures which are not our responsibility to repair or maintain.

It highlights that it will be the responsibility of the incoming tenant to accept the property in its current condition. This includes advising the incoming tenant that they will be responsible for any fixtures and fittings installed by the outgoing tenant which are not our responsibility. In addition, the policy explains that the incoming tenant will take responsibility for defects caused by the outgoing tenant, for example broken door handles and holes smashed in walls.

2.5 An additional section has been added to reflect the tenant's responsibilities, which are outlined in their Tenancy Agreement. It highlights that tenants must keep their property in a reasonable condition and must leave their home clean and tidy when their tenancy ends. Tenants are advised that they will be recharged for the cost of making good any damage they have caused, for clearing, and removal of items left behind.

Contact for more Information: Claire Fry, Housing Services Manager (01884 234920 cfry@middevon.gov.uk)

Circulation of the Report: Councillor Ray Stanley, Management Team

List of Background Papers: A copy of such papers to be made available for public inspection and included on Website

Mid Devon District Council

Recharge Policy

Policy Number: HSG v1.6

January 2016

DRAFT

Version Control Sheet

Title: Recharge Policy

Purpose: To review the Recharge Policy in accordance with good practice and relevant legislative requirements.

Owner: Housing Services Manager
cfry@middevon.gov.uk
Telephone number 01884 234920

Date: **January 2016**

Version Number: v1.6

Status: Review Policy

Review Frequency: **Every 4 years or sooner if required and in accordance with changes in good practice and legislation**

Next review date: **January 2020**

Consultation **This document was sent out for consultation to the following:**

Cabinet Member

Staff

Tenants Together

Management Team

PDG Decent & Affordable Homes

Document History

This document obtained the following approvals.

Title	Date	Version Approved
Cabinet Member	28.9.15	
Tenants Together	10.12.15	
Management Team	12.1.16	
PDG Decent & Affordable Homes		
Cabinet		

1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC), Housing Services approach to the recovery of recharges. These are costs for any repairs that have been carried out to Council property due to damage, neglect, misuse or abuse by tenants, residents, members of their household or visitors to their home. In addition, it covers the cost of clearing redundant possessions when a property is vacated, any work carried out by us to repair or maintain the property that is the resident's responsibility or any costs relating to the Handyperson Scheme.

2. Scope

This policy explains how we will deal effectively with recharges, including those arising from damage, non-standard alterations or for the cost of clearing redundant possessions left by tenants. The rationale behind this policy is to ensure that payment is received for services carried out on behalf of the tenant or resident. This policy covers the following points and should be read in conjunction with the related documents highlighted below.

- Tenant responsibilities
- Unauthorised and substandard alterations
- Neglect, misuse and wilful damage to property
- Accidental, deliberate or criminal damage
- Mis-reporting of repairs
- No access given
- Assignments – mutual exchanges
- Other recharges
- Collection of recharges
- Exceptional circumstances
- Reducing occurrences

3. Related Documents

- a. Tenancy Agreement
- b. Property Deeds or Lease
- c. Garage and GGRP's Tenancy Agreements
- d. Income Management Policy
- e. Improvements to Council Properties Policy
- f. Garage Management Policy
- g. Car Parking Policy
- h. Pets and Animals Policy
- i. Hoarding Policy
- j. Fire risk in Communal areas Policy
- k. Anti-social Behaviour Policy
- l. Neighbourhood Management Policy
- m. Policy relating to tenancy changes
- n. Leaseholder's Handbook
- o. Tenant's Handbook
- p. Repairs Handbook
- q. End of tenancy reward scheme

- r. Former tenant procedure

4. Definitions

The following definitions apply to this policy:

- **Resident** – any Council tenant, Registered Provider or private tenant, lodger, leaseholder and owner-occupier or business user renting a garage or GGRP
- **Tenant** – means anyone who holds a Council tenancy or is a leaseholder with MDDC
- **Council property** – means any property owned by the Council including, accommodation, land, car parks, garages, GGRP's, gardens, communal and shared areas
- **Wilful damage** – for example, damaged doors or windows, DIY which has damaged the fabric/ structure of the property or its internal parts
- **Neglect** – for example, failing to dispose of rubbish properly, losing keys, putting nappies, baby wipes and other inappropriate items down the toilet
- **Misuse** – for example, damage to doors and graffiti to walls
- **Accidental damage** – for example, knocking a light fitting with a ladder when decorating
- **Emergency repair** – a repair that is required to remove immediate danger to people, avoid flooding or major damage to the property, make the property secure, or restore total loss of heating in the winter.

5. Tenant's responsibilities

- 5.1 The Tenancy Agreement sets out which repairs tenants are responsible for. It advises tenants that they must keep their home in a reasonable condition and leave it clean and tidy when they end their tenancy. It states that we will recharge the tenant for the cost of making good any damage they have caused and/or clearing any items left behind.

6. Unauthorised and substandard alterations

- 6.1 If a tenant undertakes any alterations to a Council property without prior written consent from us or if the works are not up to an acceptable standard, they will be requested to make good. If they fail to complete works to an acceptable standard then the tenant will be recharged for any costs incurred. They will also be required to seek retrospective consent from us.

7. Neglect, misuse and wilful damage to the property

- 7.1 Where we have clear evidence that a defect or damage to any Council property has been caused by neglect, misuse or wilful damage by the tenant, resident or by members of the household including visitors to their home, the tenant/resident will be held responsible and will be recharged for costs incurred.

8. Accidental, deliberate or criminal damage

- 8.1 Where works are required because the tenant, resident, a member of their household or a visitor to their home has deliberately or accidentally caused damage to

the property, the tenant/resident will be recharged. This includes damage to any Council property for example fixtures and fittings in their home, gardens, garages or any communal fixtures or fittings owned by the Council and that are the responsibility of the tenant/resident to replace or repair if lost and/or damaged.

- 8.2** If the property has been damaged due to criminal activity, for example a smashed window or doors forced, where there is a valid crime reference from the Police, the repair will not be recharged to the tenant.
- 8.3** We will liaise with the Police after the crime has been logged to ensure that they are satisfied that a crime has been committed but if the incident has been incorrectly reported, we will recharge for the repair.

9. Misuse of reporting repairs

- 9.1** Genuine emergencies must be reported to ensure tenants/residents are safe and secure in their homes. However, if the repair is not an emergency or not as urgent as they stated or it is for work which is not considered to be our responsibility, we reserve the right to recharge any costs incurred for making this visit. Tenants are referred to the Repairs Handbook for further information on the definitions of emergency and urgent repairs. Alternatively, further information can be found on the Council's website site at www.middevon.gov.uk.

10. No access

- 10.1** Where the tenant has refused access for us to carry out our statutory obligations, for example the annual gas service, we will recharge the tenant for any costs incurred to gain access. This may include obtaining an Injunction.
- 10.2** If a tenant is out when we visit for a pre-arranged repair appointment, we may recharge for any costs incurred.

11. Assignments - Mutual exchanges

- 11.1** Prior to tenants mutually exchanging properties, we will inspect the property to identify repairs and any tenant improvements or fixtures which are not the landlord's responsibility.
- 11.2** We will advise the incoming tenant that in assigning or surrendering their tenancy they accept the property in its existing condition. The tenant will be required to sign a disclaimer to this effect that places the costs of works arising from the exchange to fall on them as the in-coming tenant. In particular the tenant will be informed in writing of:
- Any fixtures and fittings installed by the outgoing tenant which are not the landlord's responsibility
 - Defects caused by the outgoing tenant which are not the landlords responsibility, for example broken door handles or holes in walls.

12. Other recharges

12.1 We will recharge for any costs incurred by:

- Replacing any lost or broken door entry key fobs or keys and for changing locks;
- Storing tenant's goods following eviction;
- Removing graffiti and rectifying any damage;
- Vandalism to Council property, where the Court has prosecuted the perpetrator or where the individual has admitted the damage;
- Taking legal action where the tenant has prevented us from carrying out our legal obligations;
- Clearing items from communal areas;
- Damage identified following routine property inspections;
- Removal of trees or hedges which are not our responsibility, if these are deemed to be dangerous or overgrown;
- Tidying of gardens that have been neglected or are overgrown;
- Wilful damage caused to the solar PV system where it is installed;
- Using the Council's Handyperson scheme to carry out specified works on the tenants behalf;
- Damage caused by excessive hoarding of items within the property;
- Clearing dog fouling;
- Garage or GGRP evictions (to include clearance costs and lock changes);
- Damage to car parking areas and the removal of unauthorised vehicles;
- Damage to fences and gates owned by us;
- Removing abandoned or non-roadworthy vehicles;
- Damage to the structure of the building;
- Attending a power failure caused by blown light bulbs or faulty appliances;
- Attending a blocked waste where the resident has not tried to clear it themselves, or where the cause of the blockage is deemed to be through neglect or misuse;
- Removing rubbish or items left at the property on ending a tenancy;
- Damage to communal TV aerials;
- Excessive cleaning required to a property due to neglect;
- Emptying septic tanks and associated costs, such as administration costs;
- Any other circumstances that cause an unreasonable cost to the Council.

12.2 Owner-occupiers may be responsible for payments towards the cost of the upkeep of paths, car parking areas, roads, general ground maintenance and the upkeep and maintenance of septic tanks. This will be dependent on the clauses specified in their conveyance. Leaseholders will be responsible for paying any costs included in their annual service charges.

12.3 If items have to be removed from a communal area, such as clearance of furniture or a personal item, and the person responsible is not known, the tenants and residents within that block will be recharged in equal amounts, where it is considered to be appropriate and reasonable in the circumstances to do so.

12.4 We reserve the right to refuse to carry out rechargeable works provided that by

doing so, we are not putting tenants/residents at risk. This may be due to non-payment or where repayment arrangements have not been kept.

13. Collection of charges

- 13.1** When a rechargeable repair is identified, the tenant, resident and/or freeholder will be advised of the approximate cost of that repair. A schedule of rates for rechargeable repairs is kept by the Repairs team.
- 13.2** Bulky waste charges can be obtained by contacting the Council's Customer Services team. Tree management charges need to be quoted for individually.
- 13.3** Any works we carry out whether on behalf of a tenant/resident or due to them refusing to accept responsibility for the works, where this results in a security and/or health and safety implication, they will be recharged and the normal recovery procedures will be followed. The tenant/resident will be given the opportunity to arrange for the work to be carried out themselves.
- 13.4** If rechargeable works are carried out to empty properties, garages or GGRP's where the tenant has absconded or moved away, then these debts will be pursued using our former tenant procedures. If all other means of recovery have been exhausted, we will consider passing this to a debt recovery agent. A record of the former tenant and the outstanding debt will be held against that individual for future reference on our housing management system.
- 13.5** Tenants/residents can carry out works themselves, they can also engage a qualified specialist if necessary, for example where works relate to heating or lighting. The individual must have public liability insurance and be appropriately registered for the applicable trade, for example a qualified registered electrician or gas engineer.
- 13.6** All works must be completed to a standard accepted by us. The relevant planning permissions, building regulations and asbestos survey results need to be obtained by the tenant/resident at their own cost. Where applicable, the tenant/resident is required to provide certification and to dispose of waste in line with waste regulations.
- 13.7** Where we carry out works, a payment agreement will be completed and signed by the tenant/resident confirming that they are accepting liability for the works. We will issue a recharge invoice for any works undertaken by us. Payments for any work should be made by the tenant/resident prior to works being carried out unless agreed otherwise. Where this is not possible an arrangement plan will be made with the Neighbourhood Officer.
- 13.8** A recharge invoice will be raised even where we have no forwarding address, for example when a property has been abandoned or a tenant evicted. Former tenancy debts will be pursued in line with the Housing Services Income Management Policy.
- 13.9** If there are multiple debts owed by the tenant and they are unable to pay the recharge outright, the payment of rent arrears will remain the priority debt. The recharge sub account will be put on hold until the rent account is cleared.

- 13.10** When necessary and appropriate, we will start legal action to recover any unpaid sums. Any costs incurred for taking such action will be recharged to the tenant/resident. We will not take legal action against tenants/residents where repayment agreements have been made and are being kept to.
- 13.11** Recharges will only be written off in exceptional circumstances where it is agreed that the debt is irrecoverable, in line with the Housing Services Income Management Policy.
- 14. Exceptions**
- 14.1** We reserve the right to waive the cost of a recharge in exceptional circumstances, however this will be at our discretion.
- 14.2** If damage is caused to the property as a result of domestic abuse actions or anti-social behaviour, the tenant/resident will be advised to report the incident to the Police to obtain a valid crime reference. The tenant will not be recharged, but the third party, where known, will be pursued for the damage.
- 15. Reducing occurrences**
- 15.1** We carry out tenancy home checks at our properties to ensure tenants are looking after their homes. Cases of damage and/or neglect will be recorded and followed up. We will help tenants who need support to maintain their tenancy.
- 15.2** We will provide information about recharges to current and prospective tenants during the sign up process and this is reiterated in the Tenancy Agreement. A copy of this policy is available to view on the Council's website and also available on request.
- 15.3** We will promote the availability of low cost home contents insurance to new and existing tenants. Tenants and residents are encouraged to take out household insurance.
- 16. Complaints**
- 16.1** We will deal with any complaints about our service in accordance with our Complaints Procedure. Details are available on the Council's website at www.middevon.gov.uk or available by telephone on 01884 255255.
- 17. References**
- Environmental Protection Act 1990
 - Waste (England and Wales) (Amendment) Regulations 2012
- 18. Equality and Diversity**
- 18.1** The Housing Service will tailor its services to meet the diverse needs of individuals. We foster good relations with people when providing services to eliminate discrimination and to promote equality of opportunity.

19. Review

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

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