

Public Document Pack

Mid Devon District Council

Cabinet

Thursday, 4 August 2016 at 2.15 pm
Phoenix House

Next ordinary meeting
Thursday, 1 September 2016 at 2.15 pm

Those attending are advised that this meeting will be recorded

Membership

Cllr C J Eginton	Leader
Cllr R J Chesterton	Deputy Leader and Planning and Economic Regeneration
Cllr N V Davey	Environment
Cllr P H D Hare-Scott	Finance
Cllr C R Slade	Community Well Being
Cllr Mrs M E Squires	Working Environment and Support Services
Cllr R L Stanley	Housing

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**

To receive any apologies for absence.

2. **Public Question Time**

To receive any questions relating to items on the Agenda from members of the public and replies thereto.

3. **Minutes of the Previous Meeting** (Pages 5 - 12)

To receive the minutes of the meeting of 7 July 2016.

4. **Public Health Enforcement Policy** (Pages 13 - 68)

Arising from a report of the Head of HR and Development, a joint meeting of the Community Wellbeing and Decent and Affordable Homes Policy Development Group had recommended that the new Public Health Enforcement Policy be recommended to Council and reviewed every two years. Members' attention is drawn to the addendum attached to the policy relating to the Regulation of Investigatory Powers Act (RIPA) – paragraph 6.4.

5. **High Hedges Policy** *(Pages 69 - 74)*

Arising from a report of the Head of Housing and Property Services, the Managing the Environment Policy Development Group had recommended that the current policy and processes be adopted subject to:

- the word 'determining' being changed to 'processing' within the table at 6.1
- the wording 'refund fee' should read 'consider refund'
- a flat fee of £350 should apply to all applicants with no discount given for those on benefits

6. **Proposed changes to the Tenancy Agreement** *(Pages 75 - 120)*

Arising from a report of the Head of Housing and Property Services the Decent and Affordable Homes Policy Development Group had recommended that approval be given for the Council to vary the terms of the tenancy agreement by serving a notice of variation to secure tenants in accordance with sections 102 and 103 of the Housing Act 1985.

7. **Tenancy Inspection Policy** *(Pages 121 - 132)*

Arising from a report of the Head of Housing and Property Services the Decent and Affordable Homes Policy Development Group had recommended that the revised Tenancy Inspection Policy be approved.

8. **Fire Risk in Communal Areas Policy** *(Pages 133 - 142)*

Arising from a report of the Head of Housing and Property Services the Decent and Affordable Homes Policy Development Group had recommended that the revised Fire Risk in Communal Areas policy be approved.

9. **Conversion of Common Rooms into lettable units** *(Pages 143 - 146)*

Arising from a report of the Head of Housing and Property Services the Decent and Affordable Homes Policy Development Group had recommended that the proposed 'change of use' of our Common Rooms policy be approved by Council.

10. **Void Management Policy - Sheltered Homes Decoration** *(Pages 147 - 162)*

Arising from a report of the Head of Housing and Property Services, the Decent and Affordable Homes Policy Development Group had recommended that that the revised policy be approved.

11. **Housing Services Allocations Policy (Addendum)** *(Pages 163 - 166)*

Arising from a report of the Head of Housing and Property Services the Decent and Affordable Homes Policy Development Group had recommended that the addendum to the Housing Allocations Policy be approved.

12. **Annual Report on Complaints, Comments and Compliments** *(Pages 167 - 178)*

Report of the Head of Customer Services providing an annual report on complaints, comments and compliments.

13. **Financial Monitoring** *(Pages 179 - 196)*

To receive a report from the Head of Finance with regard to the current financial position.

14. **National Farmers Union - Pledge** *(Pages 197 - 198)*

To consider formally supporting the pledge of the NFU, backing British Farmers.

15. **Notification of Key Decisions** *(Pages 199 - 212)*

To note the rolling plan containing key decisions

16. **Access to Information Act - Exclusion of Press and Public**

During discussion of the following item it may be necessary to pass the following resolution to exclude the press and public having reflected on Article 12 12.02(d) (a presumption in favour of openness) of the Constitution. This decision may be required because consideration of this matter in public may disclose information falling within one of the descriptions of exempt information in Schedule 12A to the Local Government Act 1972. The Cabinet will need to decide whether, in all the circumstances of the case, the public interest in maintaining the exemption, outweighs the public interest in disclosing the information.

To consider passing the following resolution so that financial information may be discussed.

Recommended that under Section 100A(4) of the Local Government Act 1972 the public be excluded from the next item of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 respectively of Part 1 of Schedule 12A of the Act, namely information relating to the financial or business affairs of any particular person (including the authority holding that information)

17. **Options for the Town Hall, Tiverton** (Pages 213 - 244)

To receive a report of the Head of Housing and Property Services requiring consideration of the various options with regard to the disposal and future management of the Tiverton Town Hall.

Stephen Walford
Chief Executive
Wednesday, 27 July 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 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 Sally Gabriel on:

Tel: 01884 234229

E-Mail: sgabriel@middevon.gov.uk

Public Wi-Fi is available in all meeting rooms.

MID DEVON DISTRICT COUNCIL

MINUTES of a **MEETING** of the **CABINET** held on 7 July 2016 at 2.15 pm

Present

Councillors

C J Eginton (Leader)
R J Chesterton, P H D Hare-Scott,
C R Slade and R L Stanley

Apologies

Councillor(s)

N V Davey and Mrs M E Squires

Also Present

Councillor(s)

Mrs J Roach and F J Rosamond

Also Present

Officer(s):

Stephen Walford (Chief Executive), Amy Tregellas (Head of Communities and Governance and Monitoring Officer), Jenny Clifford (Head of Planning and Regeneration) and Julia Stuckey (Member Services Officer)

30. **APOLOGIES**

Apologies were received from Councillors N V Davey and Mrs M E Squires.

31. **PUBLIC QUESTION TIME**

There were no members of the public in attendance.

32. **MINUTES OF THE PREVIOUS MEETING**

Subject to an amendment to Minute 21 to show that Cllr C R Slade declared a personal interest the minutes of the previous meeting held on 9 June 2016 were approved as a true record and signed by the Chairman.

33. **PROPOSED CHANGES TO COUNCIL TAX REDUCTION SCHEME**

Arising from a report * of the Head of Finance, the Community Well Being Policy Development Group has made the following recommendation: that Cabinet note the reasons for the proposal, the consultation process and requirement to approve a revised scheme by 31 January 2017.

The Cabinet Member for Finance explained that Council Tax Reduction (CTR) (also known as Council Tax Support) was introduced on 1 April 2013 and replaced Council Tax Benefit, which had been previously fully funded by the Department for Work and Pensions (DWP).

CTR was a local reduction scheme. The scheme for working-age customers (those below the age to claim State Pension) was set out in the CTR Scheme Policy. The requirement to have a policy was within S13A and Schedule 1a of the Local Government Finance Act 1992.

The scheme for pension-age customers was a national scheme and was prescribed within Government legislation. Pensioners were protected in order to receive the same level of support they received under the DWP Council Tax Benefit Scheme up to 31 March 2013.

The scheme had been discussed at a recent meeting of Chief Executives in Devon and it had been agreed that minor changes should be considered. In order to undertake any changes it was necessary to go out to consultation. It had been agreed that Devon County Council (DCC) would undertake the consultation. Proposed changes were to align to the current criteria for housing benefit claims and Universal Credit.

Results of the consultation would be fed back to the Group in September.

Consideration was given to:

- Consultation which would be mainly web-based but would also involve direct communication with those known to be affected, and consultation with stakeholders such as CHAT (Churches Housing Action Group) and the Citizens Advice Bureau would also take place;
- Proposed changes only applied to those making new claims from April 2017 and self-employed applicants.

RESOLVED that the reasons for the proposal, the consultation process and requirement to approve a revised scheme by 31 January 2017 be **NOTED**.

(Proposed by the Chairman)

Note: *Report previously circulated, copy attached to minutes.

34. **SAFEGUARDING CHILDREN AND VULNERABLE ADULTS POLICY AND PROCEDURES JULY 2016 (00:06:00)**

Arising from a report * of the Head of Communities and Governance, the Community Well Being Policy Development Group had made the following recommendation: that subject to an amendment to make clear that the Lead Member referred to within the report was the Cabinet Member for the Working Environment and Support Services the Cabinet approve the Devon District Councils joint Safeguarding Policy and the MDDC guidance and procedures.

The Head of Communities and Governance outlined the contents of the report, informing Members that she had been working with other Devon Authorities to form a joint policy. This policy clearly defined the roles to be played. A training programme for officers and Members would be rolled out once the policy was agreed.

Clarification was given regarding who was the 'Lead Member' referred to in the policy. It was confirmed that the Lead Member was the Cabinet Member for Working Environment and Support Services.

Consideration was given to:

- The reporting form at appendix C should be easily available for Members and officers to access;
- The term vulnerable adults should be replaced with adults at risk throughout the report, for consistency;
- Adequate training must be provided and the potential to provide external training to be investigated.

RESOLVED that the recommendation be approved.

(Proposed by Cllr C R Slade and seconded by Cllr P H D Hare Scott)

Note: - *Report previously circulated, copy attached to minutes.

35. **EARLY HELP SERVICES (00:17:00)**

Arising from a report * of the Head of Communities and Governance, the Community Well Being Policy Development Group had made the following recommendation: that Cabinet approve the Working Practice Agreement for the sharing of information to support Early Help Provision.

The Cabinet Member for the Working Environment and Support Services outlined the contents of the report explaining that the Troubled Families Programme was set up by Central Government in 2011 to 'turn around' the lives of 'the most troubled families' in Britain. The three-year funded programme was extended in 2014 for a further 2 years with the intention that the 'new approach' should be mainstreamed as part of the preventative services available to support children and families in need.

In Devon over the last two years, the Troubled Families Programme had evolved into 'Early Help'. Early Help described a range of multi-agency support services offered to children, young people and families in response to their emerging needs. 'Early Help' aimed to prevent the multiple and often complex needs of families escalating to a degree where they required more expensive specialist support or legal intervention. In this way the service had the dual objectives of protecting children and of reducing the costs of multiple interventions.

Discussion took place regarding:

- Housing Services were working with the multi agencies to identify those at risk;
- Links with Safeguarding;
- Current levels of staffing and whether they were sufficient.

RESOLVED that the recommendation be approved.

(Proposed by Cllr C R Slade and seconded by Cllr P H D Hare-Scott)

Note: - *Report previously circulated, copy attached to minutes.

36. **DEVOLUTION FOR MID DEVON WITHIN THE HEART OF THE SOUTH WEST (00:23:56)**

The Cabinet had before it a * report of the Chief Executive seeking agreement on the principle of a Combined Authority for the Heart of the South West, as set out in the Prospectus for Productivity, as the basis for negotiation with Government towards a Devolution Deal for the area.

The Leader outlined the contents of the report stating that the principle was to create a combined authority and that the intention was that it would be a non-mayoral authority. He explained that a number of authorities involved had already stated that they were not prepared to be involved with a Mayoral combined authority.

Consideration was given to:

- The use of language within the report and some areas not being clear;
- The report was common to all 17 authorities;
- The report was not about becoming a unitary authority or being 'taken over' but was about finding a suitable governance system. It sought to make clear what form of governance needed to be put in place locally in order to take on devolved powers;
- Possible impacts on the junction 27 development;
- Potential changes to funding following BREXIT.

RESOLVED that:

The current approach to devolution be endorsed and the principle of creating a Combined Authority for the Heart of the South West, as set out in the Prospectus for Productivity, as the basis for negotiation with Government towards a Devolution Deal for the area be agreed;

The following be **NOTED**: giving this endorsement does not commit the Council to entering into a Devolution Deal or becoming a member of a Heart of the South West Combined Authority. This would be subject to future debate and agreement by the Council and subject to negotiations with Government.

(Proposed by the Chairman)

Note: - *Report previously circulated, copy attached to minutes.

37. **SENIOR OFFICER STRUCTURE REVISIONS (00:42:00)**

The Cabinet had before it a * report of the Chief Executive seeking to modernise the senior officer structure and allow for changes to terms and conditions that strengthen the link between performance, delivery and members' ability to hold their senior officers to account; and to amend annual leave entitlements as part of ongoing employee relations.

The Chief Executive outlined the contents of the report stating that since he had been in post he had been looking at where the authority was, what was needed and where it was going. The report outlined the structure that would help to get there. He explained that the new posts would require different terms and conditions to other officers and would not be on a standard 37 hour week. Assessment of these staff would be linked to the Cabinet and opposition leaders in order that they could have a say in how senior officers served the council. Levels of pay would not exceed levels in neighbouring authorities. The Chief Executive also explained that he was undertaking a formal process to imbed the three days extra leave normally taken by officers during the Christmas/New Year close down period within normal leave allowances. The offices would not be closed during the following Christmas/New Year period.

Consideration was given to whether senior officers should be part of the flexi scheme and who would undertake appraisals.

RESOLVED that

1. The Chief Executive revises the staffing structure of his most senior staff as per this report.
2. Subject to any issues raised during consultation, the Chief Executive and the three Director posts are moved to a 'spot point' system on a 'whole time' basis and that the stated 37 hour week and rights to TOIL/flexi-time are contractually removed.
3. The assessment and appraisal mechanism of the Chief Executive and the three Director posts is linked to achievement of the council's corporate plan and that any future pay/reward element is determined (locally) by the Cabinet, having mind to the national pay offer where appropriate, and the input of opposition group leaders.
4. Pay levels of the revised posts are set in consultation with SW Councils, will not exceed their current position relative to other Devon Districts, and that decisions on any future pay increases for the Chief Executive/Director posts are reported to full council within the annual Establishment Report to ensure full transparency.
5. Revision is made to contractual annual leave allowances for all staff, subject to consultation with the union, to recognise the longstanding 'extra' day that has been given to staff due to the closure of offices over Christmas.

(Proposed by the Chairman)

Note: - *Report previously circulated, copy attached to minutes.

38. PROPOSED GREATER EXETER STRATEGIC PLAN (00:50:46)

The Cabinet had before it a report * of the Head of Planning and Regeneration requesting consideration of a proposal for a joint strategic plan for the Greater Exeter area which would be prepared in partnership between East Devon District Council,

Exeter City Council, Mid Devon District Council and Teignbridge District Council with assistance from Devon County Council. The plan would cover the geographical area of the 4 partner authorities (excluding the area of Dartmoor National Park) but would be limited in scope to cover strategic issues and strategic allocations within those areas with local issues to be considered through linked local plans prepared by each partner authority for their area.

Councils were required to work together on strategic planning issues under the duty to co-operate that forms part of the National Planning Policy Framework, which must include consideration by those councils of preparing joint plans. In the case of the "Greater Exeter" area a joint plan covering strategy matters was considered to be a particularly appropriate way of ensuring a collaborative and co-ordinated approach to the delivery of the development needs of the Greater Exeter area. The functional geography reflects the travel to work area and housing market area. There were also considered to be potential cost saving benefits to the joint preparation of a plan. The report has been agreed jointly by Exeter City Council, East Devon District Council, Mid Devon District Council and Teignbridge District Council officers.

The Cabinet Member for Planning and Economic Regeneration explained that it was still early in the process and that the Local Plan had not yet been adopted. This was about working closely with the 3 neighbours regarding planning and growth and would feed into Local Plans of the future.

Consideration was given to:

- How the plan would work with devolution;
- Exeter needed to expand and the authority would be part of the decision making process for this;
- Ward Members would be involved in consultation;
- Governance arrangements would be in a further report.

RECOMMENDED that:

A Strategic Plan be prepared for the development of the Greater Exeter area intended to cover the period up to 2040 and that it be jointly prepared by East Devon, Mid Devon and Teignbridge District Councils and Exeter City Council with the support of Devon County Council.

A joint budget of £330,000 be established for the current financial year to fund the preparation of the necessary evidence base for the plan on the basis of an equal split of £70,000 per district level authority with DCC also contributing and holding the joint budget.

A detailed scope, timetable, terms of reference, governance and staffing arrangements be worked up for a joint Strategic Plan and reported to Members at their next available meeting.

(Proposed by Cllr R J Chesterton and seconded by Cllr C R Slade)

Note: - *Report previously circulated, copy attached to minutes.

39. **ASSET MANAGEMENT AND CAPITAL STRATEGY PLAN (01.04.05)**

The Cabinet had before it a * report of the Head of Housing and Property Services (deferred from 10 March 2015 meeting) regarding the revised Asset Management and Capital Strategy Plan for 2016-2020.

The Cabinet Member for Housing outlined the contents of the report stating that the Asset Management Plan (AMP) set out the Councils approach to strategic management of its land and building assets. It was developed in consultation with the senior officers and Members of the Council that formed the Capital Strategy Asset Management Group (CSAG). The AMP sought to ensure that assets were used in the most effective and efficient way to support and deliver the Corporate Plan.

Consideration was given to the need to be fair and consistent and options regarding the Town Hall site.

RESOLVED that the Capital Strategy and Asset Management Plan 2016 – 2020 that provides the base for future asset management planning be endorsed.

(Proposed by Cllr R L Stanley and seconded by Cllr R J Chesterton)

Notes: - i) *Report previously circulated, copy attached to minutes.

ii) Cllr Mrs J Roach declared a personal interest as she was involved with the Room4U project.

40. **CABINET MEMBER INDIVIDUAL DECISION**

The Cabinet **NOTED** that following decision has been made by the Cabinet Member for Planning and Economic Regeneration under delegated powers:

To provide funding for Crediton Town Team to organise the Crediton Festival 2017, the Crediton Food Festival 2017 (in liaison with Crediton Arts Centre) and events to celebrate and raise awareness of the life of St. Boniface. Together with the annual Crediton Flags Project and Crediton at Christmas, which are funded separately, the Crediton Festival, Food Festival and St. Boniface celebrations are activities that contribute significantly to raising the profile of Crediton and bringing more business into the town. However, all of these events are entering a stage of transition as their established organisers are winding down their involvement or moving on to new initiatives. In order to retain continuity during this period of change and establish all events on a more sustainable financial footing for 2017 and beyond, the proposal is for the Town Team to contract an organiser/facilitator to ensure the 2017 events happen while the Council's Grants and Funding Officer identifies sustainable funding streams for 2018 and beyond. The cumulative cost of bringing in an organiser/facilitator for the next 12-18 months is £8,325, which will be paid from the remnants of the High Street Innovation Fund and the Council's LABGI (Local Authority Business Growth Incentive) budget.

41. **NOTIFICATION OF KEY DECISIONS**

The Cabinet had before it, and **NOTED**, its rolling plan * for July 2016 containing future key decisions.

Note: * Plan previously circulated; copy attached to the signed Minutes

(The meeting ended at 3.26 pm)

CHAIRMAN

JOINT COMMUNITY WELL-BEING AND DECENT & AFFORDABLE HOMES PDG 8 JULY 2016:

PUBLIC HEALTH SERVICES ENFORCEMENT POLICY

Cabinet Members: Cllrs Colin Slade, Margaret Squires and Ray Stanley

Responsible Officer: Simon Newcombe, Public Health and Professional Services Manager

Reason for Report: To provide Members with the new Public Health Services Enforcement Policy.

RECOMMENDATION(S): That Cabinet recommends to full Council that the new Public Health Services Enforcement Policy (Appendix A) be approved.

Relationship to Corporate Plan: As a regulatory authority, enforcement activities are matters which overarch the Corporate Plan

Financial Implications: There are no direct financial implications arising from adopting this policy. However, poorly managed enforcement and failure of legal proceedings can result in resources being used wasted and costs being awarded against the Council.

Legal Implications: If we do not have an appropriate enforcement policy in place for the statutory functions of the service we may not meet the relevant legal requirements that are our duty as a regulatory authority. Specifically, as set out in the Regulators' Code 2014 (Department of Business Innovation and Skills), the Code of Practice Powers of Entry 2014 (Home Office) and the provisions outlined in the Legislative and Regulatory Reform Act 2006 and the Regulatory and Enforcement Sanctions Act 2008.

This policy has also been assessed in accordance with the requirements of the Equality Act 2010. That assessment indicates the policy complies with the public sector Equality Duty. This is underpinned by virtue of the policy seeking to ensure the overarching principles of good enforcement are met as set out in section 1.1 and 1.2 of the policy and that our enforcement activities are carried out in a fair, consistent and equitable manner.

Risk Assessment: Having an adequate policy in place is essential to meet the legal requirements set out above and the principles of good enforcement. It also serves to inform officers and decision-makers of the framework under which they operate, in addition to providing information to those people, organisations and businesses which are regulated and those protected by regulation.

Not having an adequate policy therefore undermines the principles of good enforcement, can impact upon legal proceedings and may ultimately result in a failure to protect the public from harm.

1.0 Introduction

1.1 The Public Health Services Unit is responsible for several different broad enforcement functions across a number of teams:

- **Licensing** (hackney carriage and private hire drivers, vehicles and operators, alcohol sales, entertainments, temporary events/festivals, gambling, charity collections, animal establishments, caravan sites, scrap metal dealers, sex establishments and skin piercing/tattooists)
- **Environmental Health** (food safety, health and safety, private water supplies, infectious diseases, environmental permitting, air quality, contaminated land, noise and other statutory nuisances, pest control, filthy premises and drainage)
- **Private Sector Housing** (private sector housing conditions/fitness and renewal, empty homes and houses in multiple occupation)

1.2 This brings together the core work and functions of this authority that improve the safety and health of the residents, visitors and workers in Mid Devon. As a consequence we are often dealing with the most vulnerable persons in need of support and protection. Enforcement actions therefore must be timely, effective and well-managed.

1.3 In addition to dealing with the impacts of the activities of private individuals, the unit is working with many of our local commercial organisations and traders. Good enforcement policy and approaches should ensure this is done in a way which provides a level playing field in terms of regulation/regulatory burden yet and supports economic growth in addition to the principles of Better Business for All (BBfA).

1.4 BBfA brings together businesses and regulators to consider and change how local regulation is delivered and received. It involves the creation of local partnerships to identify the issues facing local businesses and shape the provision of effective support services to them. It was initially developed by Better Regulation Delivery Office (BRDO) which is now the Regulatory Delivery team at the Dept. for Business Innovation and Skills. More information is available in section 2.15 of the policy or at <https://www.gov.uk/government/publications/business-regulation-better-business-for-all>

1.5 Each area of work uses different legislation to ensure compliance and each has its own extensive body of regulations, codes of practice and guidance. This diverse range of reactive and proactive work, functions and licensable activities adopts reactive, targeted and risk based approaches to ensure enforcement is carried in a manner that is as effective and fair manner as possible.

1.6 With united core aims but such a broad range of individual functions the unit comes under a number of cabinet and corporate priority areas including Community Well-Being and Decent and Affordable Homes in addition to Licensing and Regulatory committees. A separate report on this enforcement

policy will be considered from a Licensing perspective by the Licensing and Regulatory committees on 18 July 2016, taking into account the recommendation made by this joint meeting of the PDGs.

2.0 What is enforcement and regulatory activity?

- 2.1 'Enforcement' and 'regulatory activity' includes any action and the whole range of regulatory options and interventions available to us as taken by officers aimed at ensuring that individuals, organisations or businesses, including Local Authority managed premises, comply with the law.
- 2.2 These actions cover the full hierarchy of options available, ranging from education and informal advice through to statutory notices and works in default, fixed penalty notices, seizure of goods and formal cautions. Ultimately this also includes prosecution for criminal offences. This may require evidence gathering which involves the seizure of information/documentation, overt and covert monitoring and sampling involving a wide range of media.
- 2.3 Whilst the general principles outlined in the policy will apply in all cases it must be recognised that each individual case will vary and each must be considered on its own merits before a decision is reached. Any significant deviations from the published policy must still meet statutory requirements and the reasons/justification documented.

3.0 Principles of good enforcement and the Regulators' Code

- 3.1 This policy seeks to ensure that the application of any enforcement is undertaken in accordance with key over-arching principles and therefore is:
 - transparent and accountable;
 - proportionate;
 - targeted;
 - consistent in approach; and
 - appropriate.
- 3.2 Further to these principles, that enforcement has regard to the provisions of the Regulators' Code, in that it:
 - supports those we regulate to comply and grow;
 - provides for straightforward way for those we regulate to engage with us;
 - recognises that we base our regulatory activities on risk;
 - that we share information about compliance and risk;
 - information, guidance and advice is made available or signposted to help those we regulate to meet their responsibilities to comply; and
 - sets out our approach to transparent service standards, the provision of information and checks on compliance

More information on how we set out to achieve this contained in section 2 of the Policy.

4.0 What is new in this policy?

4.1 Overall, the policy recognises and formalises changes in enforcement practice in recent years in line with the regulatory framework outlined above. In doing so it provides a much more comprehensive overview of the following areas:

- compliance with the principles of good enforcement
- links and relationship with Better Business for All
- enforcement options and hierarchy including cautions
- Evidence and Public Interest Tests
- Proceeds of Crime
- use of powers of entry
- surveillance in light of regulatory changes to RIPA powers
- charging for enforcement actions
- policy implementation, monitoring and review
- publicity and information requests connected to enforcement actions

4.2 Sections 1 – 8 inclusive of the report form the key adopted policy. These contain all the common or generic over-arching policy approaches as will be relevant across most or all the statutory functions of the Public Health Services Unit.

4.3 The policy also contains separate Appendices 1-7 which are supplementary enforcement policies containing more detailed and function specific information. These are designed to be updated and revised more easily without requiring formal re-adoption of the overarching policy. Nonetheless, the full policy will be reviewed every three-years and as required in light of any major changes to legislation or statutory guidance.

4.4 The main policy and Appendices do not work in isolation. As set out, the document links to a number of other policies and guidelines that apply. This includes how the policy works in conjunction with other relevant Government guidance from authoritative bodies e.g. Health & Safety Executive and Food Standards Agency. It also links to corporate policies covering areas such as conflict of interest and bribery. Finally, the policy contains essential links with function specific policies, for example those adopted as the Licensing Authority.

5.0 Summary

5.1 This policy brings together the enforcement policy for the wide range of enforcement functions within the Public Health Services Unit.

5.2 The policy is required to ensure we are continuing to meet our legal requirements and carrying out our enforcement activities in a fair, transparent, equitable and effective manner.

Contact for more Information:

Simon Newcombe, Public Health and Professional Services Manager, 01884 244615
or snewcombe@middevon.gov.uk)

Circulation of the Report:

Team Lead Officers in Public Health, Management Team, Cabinet Members for Working Environment & Support Services/Public Health (Cllr Margaret Squires), Community Well-Being (Cllr Colin Slade) and Decent & Affordable Homes (Cllr Ray Stanley)

List of background papers:

Regulators' Code 2014 (Department of Business Innovation and Skills),

Code of Practice Powers of Entry 2014 (Home Office)

Legislative and Regulatory Reform Act 2006

Regulatory and Enforcement Sanctions Act 2008.

All documents are available at <https://www.gov.uk/>.

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Mid Devon District Council

Public Health Services unit

ENFORCEMENT POLICY

Policy Number: PH/EP/02/16

Target audience:

Investigating Officers and Decision-Makers, Management Team, Cabinet, Legal Services and any person, organisation, company or business affected by regulatory action by the Public Health Services unit

March 2016

Version Control Sheet

Title: Public Health Services Enforcement Policy

Purpose: The purpose of this policy is to ensure compliance with Regulators' Code and the principles of good enforcement. It also serves to inform investigating officers and decision-makers of the framework under which they operate, in addition to providing information to those people, organisations and businesses which are regulated and those protected by regulation.

Owner: **Public Health and Professional Services Manager**
snewcombe@middevon.gov.uk
Telephone number 01884 244615

Date: **March 2016**

Version Number: 1.0

Status: draft

Review Frequency: **Every 3 years or sooner if required**

Next review date: **March 2019**

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

All Public Health team leads
Management Team
Legal Services

Document History

This document obtained the following approvals.

Title	Date	Version Approved
Head of Service	20/06/16	1.0
Management Team	28/06/16	1.0
Community Well-Being PDG	08/07/16	1.0
Decent and Affordable Homes PDG	08/07/16	1.0
Licensing and Regulatory Committees*	18/07/16	1.0
Cabinet	04/08/16	1.0 (with addendum)
Council	31/08/16	

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PREFACE

The Public Health Services Unit is responsible for several different broad enforcement functions across a number of teams:

- **Licensing** (hackney carriage and private hire drivers, vehicles and operators, alcohol sales, entertainments, temporary events/festivals, gambling, charity collections, animal establishments, caravan sites, scrap metal dealers, sex establishments and skin piercing/tattooists)
- **Environmental Health** (food safety, health and safety, private water supplies, infectious diseases, environmental permitting and quality, noise and other statutory nuisances, pest control, filthy premises and drainage)
- **Private Sector Housing** (private sector housing conditions/fitness and renewal, empty homes and houses in multiple occupation)

Each area of work uses different legislation to ensure compliance and each has its own extensive body of regulations, codes of practice and guidance.

The functions undertaken by this unit assist the Council in achieving its ambition by contributing toward several priority outcomes including the health and resilience of our residents, growth of the economy and fairness. It strives to accomplish this by undertaking its duties in a fair, consistent and equitable manner by requiring individuals, organisations and businesses to fulfil their legal responsibilities. It will achieve this using a combination of education, informal advice and regulation.

This policy details our approach to the use of our enforcement powers, whether that is criminal prosecution at one end of the spectrum or informal warnings and advice at the other. It also gives clarity as to how the unit will achieve compliance by setting out options and the criteria used to determine the most appropriate, effective and efficient response to breaches of legislation.

The purpose of this policy is also to ensure compliance with legal requirements and the principles of good enforcement. It also serves to inform investigating officers and decision-makers of the framework under which they operate, in addition to providing information to those people, organisations and businesses which are regulated and those protected by regulation. The policy cannot be absolutely prescriptive because the circumstances of each individual case and the evidence available are likely to vary. However, this policy should leave most readers in little doubt as to what they can expect by way of enforcement.

Particular regard has also been given to the provisions of the Regulators' Code 2014 (Department of Business Innovation and Skills), the Code of Practice Powers of Entry 2014 (Home Office) and the provisions outlined in the Legislative and Regulatory Reform Act 2006 and the Regulatory and Enforcement Sanctions Act 2008. All documents are available at <https://www.gov.uk/>. This new policy document supersedes any previous enforcement policies covering individual functions within the services separately.

In revising this policy we have considered how best we can:

- Understand and minimise negative economic impacts of our activities;
- Minimise the costs of compliance for those we regulate and ourselves as the regulator;
- Improve confidence in compliance for those we regulate; and

- Encourage and promote compliance.

1.0 INTRODUCTION

1.1 This policy seeks to ensure that the application of any enforcement is undertaken in accordance with key over-arching principles and therefore is:

- transparent and accountable;
- proportionate;
- targeted;
- consistent in approach; and
- appropriate.

1.2 Further to these principles, that enforcement has regard to the provisions of the Regulators' Code, in that it:

- supports those we regulate to comply and grow;
- provides for straightforward way for those we regulate to engage with us;
- recognises that we base our regulatory activities on risk;
- that we share information about compliance and risk;
- information, guidance and advice is made available or signposted to help those we regulate to meet their responsibilities to comply; and
- sets out our approach to transparent service standards, the provision of information and checks on compliance

More information on how we achieve this is set out in Section 2.

1.3 Past experience in the enforcement of statute and regulations shows that, in most cases, businesses and individuals comply with the law. Any failure to comply with legislative requirements often stems from ignorance, carelessness, lack of training, lack of effective management control and sometimes, from wilfulness or malice.

1.4 This policy must therefore guide all officers who are involved in taking enforcement action, investigating cases, serving notices and recommending or deciding upon the commencement of legal proceedings, when regulating others.

1.5 'Enforcement' and 'regulatory activity' includes any action and the whole range of regulatory options and interventions available to us as taken by officers aimed at ensuring that individuals or businesses, including Local Authority managed premises, comply with the law.

1.6 Whilst the general principles outlined below will apply in all cases it must be recognised that each individual case will vary and each must be considered on its own merits before a decision is reached. In certain instances for example, we may conclude that a provision in the Regulators' code is either not relevant or is outweighed by another provision. We will ensure that any decision to depart from the Code or any other of the general principles will be properly reasoned, based on material evidence and documented.

2.0 GENERAL PRINCIPLES OF ENFORCEMENT AND STATEMENT OF INTENT

2.1 We will carry out our activities in a way that supports those that we regulate to comply and grow

2.1.1 The Public Health Services Unit will enforce against, or prosecute those who neglect, or wilfully fail, to comply with their legal obligations, where that failure constitutes a risk to the public, or where action is required to minimise the risk.

2.1.2 Officers will seek to adopt efficient and effective approaches to regulatory inspection and enforcement, which improve regulatory outcomes without imposing unnecessary burdens.

2.1.3 The level of enforcement will be proportional to any alleged offence committed, consistent in application, (including consistency with other local authorities or enforcement agencies) transparent in its use and appropriate to the circumstances of the particular case in question.

2.1.4 Depending on the seriousness of a situation, the preference will be to enforce with moderation in the first instance, progressing through a graduated response to a tougher stance if offences are repeated. The nature and speed of this graduated response will vary depending on the statutory function/options available and the nature of the offence. A tougher stance may also be taken for any offences that have resulted in personal injury/harm, wide scale impacts on public health or to protect the vulnerable e.g. sale of alcohol to an underage child, a major food poisoning outbreak or a family occupied property with Category 1 hazards.

2.1.5 Where it is applicable to our functions, we are also committed to Better Business for All (BBfA). This is a regulators alliance that includes Trading Standards, Environmental Health, Fire & Rescue along with Local Authority Economic Development Teams. It aims to:

- Simplify and rationalise business support in local areas, and ensure that national and local support offers are joined up for businesses.
- Provide a single access point for business support, bringing together both Government offers and local offers, so businesses get what they need wherever they start their journey.
- Bringing together public and private sector support, for example that offered by local authorities, universities, chambers of commerce and enterprise agencies.
- Provides website/telephone/email support/the one door/no wrong door for businesses looking for business support.
- Start-up workshops/clinics
- Partnerships/facilitation support, working with national and local delivery partners.
- FTE business advisors working across innovation centres and rural areas, organising clinics and ensuring join up with other delivery mechanisms.

2.1.6 In participating in this alliance we aim to create a local regulatory environment that helps to support business growth whilst not negating our enforcement responsibilities. The BBfA programme is an established approach to better regulation. It provides a model for partnership working between businesses and regulators focusing on changing the culture of regulatory delivery at a local level. It

encourages all parties to work together and share information to allow local economies to prosper and grow.

2.2 We will provide simple and straightforward ways to engage with those we regulate and to hear their views

2.2.1 Where enforcement is necessary because of ignorance of the law (which is not of course a defence against criminal proceedings) rather than wilfulness, officers will give advice and attempt to facilitate the training of those involved, in addition to taking enforcement action. Will we undertake such an approach as far as is reasonable and practicable within the scope of our existing resources.

2.2.2 We believe that prevention is better than cure and therefore our role involves actively working with businesses and individuals to advise on, and assist with compliance. We will make clear not only what they have to do but, where relevant, what they do not. In practice, this means distinguishing between statutory requirements and advice or guidance about what is desirable but not compulsory, thereby minimising the cost of compliance by requiring proportionate action.

2.2.3 We will target our resources where they will have the greatest effect. We will carry out inspections only where there is a reason for doing so, for example, as a response to intelligence about particular premises or a particular issue/problem or as part of our risk assessment process. We will also undertake risk based inspections in line with at least our minimum statutory requirements. Accordingly, greatest effort will be focussed where failure to comply would pose a serious risk and there is a high likelihood of non-compliance.

2.2.4 We will apply a light touch approach to those businesses who comply with regulatory requirements and those who work with us to achieve compliance. However we will not hesitate to use the full range of enforcement tools at our disposal against those businesses or individuals whose activities are likely to cause material loss or harm to others, or endanger the health, safety and wellbeing of people or our neighbourhood. In undertaking formal enforcement action we may take into account previous informal advice and support that has not been given due diligence.

2.2.5 Enforcement decisions will be made in a fair, independent and objective way and will not be influenced by issues such as ethnicity or national origin, gender, religious beliefs, disability, political views or the sexual orientation of the suspect, victim, witness or offender.

3.0 CHARGING FOR ENFORCEMENT ACTIONS

3.1 Some situations necessitate the use of formal, statutory enforcement actions and these tend to be the most problematical. It may be inappropriate to continue to provide Council's resources freely in these cases. Where the legal powers exist to recover some of the Council's costs, consideration will be given to their use.

3.2 The recovery of our costs will be limited to the extent of the costs incurred (full cost recovery) but not more. Therefore charging will not be punitive. The recharge should also ensure that owners are not financially encouraged to delay in complying with their legal responsibilities.

3.3 The powers enabling Councils to charge for these functions are set out in the specific statute and formal guidance used. These provisions also provide for the recovery of the debts which arise.

- 3.4** Where legislation allows us to set our own fees for specific regulatory functions and activities then where possible we will take into account our proactive and reactive enforcement costs in addition to normal processing costs.
- 3.5** We will be transparent about our fees and charges whereby we publish and make available any schedule of charges and the basis on which these have been calculated. In respect of formal, statutory actions including notices costs will include officer time, travel time and costs and compliance visits/re-visits.
- 3.6** We will also regularly review our fees and charges in connection with enforcement actions.
- 3.7** Examples of where we can currently charge for enforcement action include some Licensing activities, housing improvements under the Housing Acts and Environmental Damage regulations. These are examples only and it is not an exhaustive list.

4.0 COMPLIANCE WITH THE PRINCIPLES OF GOOD ENFORCEMENT

4.1 Transparency

- We will make it clear what must be done, distinguishing between statutory requirements and what is desirable or recommended but not compulsory in written and verbal communication;
- We will write to confirm any verbal advice if requested;
- Any written advice given shall be provided in plain, accessible language and in a range of formats and media where possible;
- Where immediate action is necessary, give an explanation of why such action is to be taken and confirm this in writing;
- Adequate information will be provided to enable reference to be made to the relevant statutory and associated documents;
- Any service standards such as the content of inspections will be available, on request;
- We will make it clear what sort of conduct they may expect when an officer visits and what rights of complaint are open to them;
- Any relevant complaints or appeals procedures will be explained.

4.2 Accountability

4.2.1 Visits and inspections are usually made unannounced but, if appropriate and where necessary, appointments will be made. Where access cannot be obtained during the day, or in other appropriate circumstances, visits will be made outside normal working hours. Unless carrying out authorised covert surveillance work (see Section 6.4), or unless health and safety reasons at the time dictate otherwise, enforcement officers will identify themselves by name and their role within the Council and will produce their identity/authorisation documentation on request.

4.2.2 The decision to inspect specific premises may be taken due to complaints, or problems that have been reported, e.g. general complaints about a certain type of premises, which are in need of investigation, or the premises need to be inspected due to its risk rating (which determines the frequency of enforcement inspections for high and medium risk premises).

4.3 Proportionality

The type of enforcement action taken by officers will, in part, depend on the risk of, or actual, negative impact on others arising from the activity in question. Action taken will be proportionate to the breach/offence which has occurred. Where the law requires that risks should be controlled “as far as reasonably practicable” officers, will take into account the cost as well as the degree of risk. However, some irreducible risks may be so serious that they cannot be permitted irrespective of the economic consequences.

4.4 Consistency

4.4.1 Decisions on enforcement always entail a degree of judgement and the circumstances of each case will inevitably differ in detail. Furthermore, guidance upon which officers act does change over time and a decision made one day may differ from one made the next, for that reason. Consequently, there may be instances when enforcement may appear to be inconsistent for this reason. Officers will try to ensure that enforcement action is as consistent as possible by:

- following current internal procedural and guidance notes;
- taking account of appropriate guidance from other authoritative bodies e.g. Food Standards Agency, Health and Safety Executive (HSE), Dept. of Business, Innovation and Skills (BIS), Department for Environment, Food & Rural Affairs (Defra), Environment Agency, the Institute of Licensing;
- taking due account of new case law relating to enforcement;
- taking account of any new legislation or guidance which impacts on their duties, liaising with other enforcement agencies as necessary;
- actively participating in joint local authority schemes to achieve greater consistency;
- having due regard to the HSE’s Enforcement Management Model (when enforcing under Health & Safety legislation);
- having due regard for the Primary Authority Partnership Scheme;
- carrying out benchmarking and peer review exercises from time to time.

4.4.2 The above measures will be supplemented by specific enforcement training for officers and managerial checks on performance.

4.5 Targeting

4.5.1 Enforcement will be targeted to those persons, premises or companies whose activities give rise to the risks that are the most serious or least well controlled. The Service therefore targets its enforcement action in three ways:

- Firstly officers carry out programmes of inspections on a risk rated basis. Premises or activities with the highest hazards, greatest risks, poorest compliance and worst management will be inspected more frequently than low risk premises. It follows that most of the enforcement activity arising from proactive programmes will be targeted on the cases most requiring it.
- The second targeting mechanism is the investigation of complaints where evidence, experience and this policy are used to determine enforcement action.

- The third targeting mechanism is planned, special surveys and enforcement initiatives carried out in response to national concerns as voiced by the government or its agencies, or local/regional concerns as voiced by Members of the Council, practitioner groups or residents.

4.6 Helpfulness

We will work with individuals and businesses to help them comply with the law, in the following ways:

- Provide advice in different languages, if requested and where practicable;
- Actively advise businesses (especially small and medium sized businesses) and assist with compliance;
- Officers will identify themselves by name (always presenting an official identity card, or warrant card, which can be verified by a phone call if requested); and
- In every other way will provide a courteous and efficient service.

5.0 ENFORCEMENT OPTIONS

5.1 Factors to be considered

5.1.1 The method of enforcement selected should be calculated to produce the highest reasonable standards of compliance within the least time where practicable. In assessing what enforcement action is necessary and proportionate, consideration will be given to:

- the seriousness of compliance failure;
- current business practices, including response to previous advice;
- the degree of risk from the situation;
- the particular circumstances of the case and likelihood of its continuation or recurrence;
- whether any harm was caused;
- the views of any victim/injured party, financial gain or benefit from a noncompliance;
- the general co-operativeness of the offender;
- the past history of the person(s), company or premises involved;
- the impact of the enforcement choice in encouraging others to comply with the law or change the behaviour of the offender;
- the likely effectiveness of the various enforcement options;
- any relevant legislative provisions, policy or legal, official, professional guidance or advice;
- whether the situation undermines the licensing objectives;
- blatant or reckless disregard for the law, poor management;
- whether a conviction is likely to result in a significant sentence;
- whether the victim of the offence was vulnerable, has been put in considerable fear, or suffered personal attack, damage or disturbance (e.g. safeguarding issues or complainant in a noise nuisance case);
- whether the defendant has previous convictions or cautions which are relevant to the present offence;
- whether the offence, although not serious in itself, is widespread in the area where it was committed;
- whether an officer has been obstructed;

- whether the cumulative effect of such breaches would be serious even if the breach in itself was not;
- whether prosecution will have a significant deterrent effect;
- Local priorities of the service and Council (as may change)

5.1.2 Under normal circumstances, a process of escalation will be used until compliance is reached. Exceptions may occur where there is a serious risk to public safety or the environment or the offences have been committed deliberately or negligently or involve deception, or where there is significant economic detriment.

5.1.3 The level of enforcement action that may be taken varies from no action through to formal proceedings in court. The main types of action that can be considered are shown below.

5.2 No action

5.2.1 This is appropriate when it is a minor/technical non-compliance that is rectified immediately. Any details recorded about non-compliance may be used as a basis for judgement on future enforcement action.

5.3 Informal Action

5.3.1 Informal action involves the offering of advice, verbal warnings, letters/emails, education, training and the issue of technical reports, including those generated on a premises or on-site following an inspection or audit.

5.3.2 This sort of action will be appropriate where the degree of risk (or in some cases environmental impact) from any given situation is minor, but cannot be rectified immediately. The breach of legislation is often technical but significant enough to warrant a written letter of warning. Formal action may be taken if similar infringements are found in the future. The person, business or organisation responsible would have no recent history of non-compliance and the officer would have good reason to expect them to put right the matters in question without the need for further intervention and therefore confidence in management is high.

5.3.3 Informal action will be recorded on departmental files and will be used as a basis for judgements on future enforcement action if there are recurrent problems with an offender or premises.

5.3.4 We promote a programme of food courses and training interventions which can be viewed and accessed via the Council website www.middevon.gov.uk. Where possible we will also help signpost external training and education resources. Additional, plain language information on regulations, enforcement and compliance can be found on the universal www.gov.uk website.

5.4 Information Notices

5.4.1 Many pieces of legislation enforced by the Public Health Services Unit enable officers to demand information which is essential in order to serve notices or summons correctly. When the officer is uncertain about the information it holds, or where certain details are unknown, it will serve an information notice on those that have an obvious connection to the case, requiring for instance ownership confirmation, or perhaps company or premises details. Failure to comply with an information notice

may hinder the Council in discharging its duties and is regarded as a serious offence, which will be pursued.

5.5 Other Statutory Notices

5.5.1 In certain circumstances, legislation allows an officer to serve a notice requiring action to be taken or, that certain operations/activities be stopped immediately. In some instances the service of a statutory notice may be compulsory. The service of a legal notice may be followed by an investigation into the cause of the breach and further enforcement action, including prosecution may ensue, particularly where there is a deliberate failure to comply with the notice. Failure to comply with a legal notice will usually be taken as a disregard for the law and appropriate action will be taken. Legal notices are normally used where:

- there are specific legal requirements to serve a notice; and/or
- a serious threat to public health, safety, animal health, the environment or to amenity will arise or a situation deteriorate, if a breach is not remedied quickly; and/or
- there is a lack of confidence that the recipient will respond to informal approaches because of a history of non-compliance or other evidence; and/or
- an informal approach has failed, or in the opinion of the officer is likely to fail to achieve the necessary improvements; and/or
- standards are generally poor with little management awareness of statutory requirements;
- the breach is one of a number of matters prescribed under legislation.

5.5.2 Notices will not be served for minor technical contraventions and where possible will be the prescribed form. The time limit on notices will be realistic yet reflect the nature and urgency of the situation and recipients of notices will be given the opportunity, if they wish, to discuss the requirements.

5.5.3 Officers must have sufficient evidence to justify service and be prepared to pursue non-compliance through the courts.

5.5.4 The response of the offender will be monitored to ensure a satisfactory outcome including follow-up checks as soon as possible after expiry. In most cases there is right of appeal against a notice either to a Court, Residential Property Tribunal, or Employment Tribunal. Where there is a right of appeal, advice on the appeal mechanism will be set out in writing at the time the notice is served.

5.5.5 Failure to comply with a statutory notice will, in general, result in prosecution and/or work in default.

5.6 Fixed Penalty Notices

5.6.1 Certain offences are subject to Fixed Penalty Notices (FPNs) where prescribed by legislation. They are normally appropriate for offences at the minor end of the scale and avoid the defendant gaining a criminal record. Where legislation permits an offence to be dealt with by way of a FPN, we may (subject to evidential and public interest tests where necessary) chose to administer one on a first occasion, without issuing a warning. A FPN would not normally be appropriate for repeat offences. FPNs may be issued to offer the person or business the opportunity of discharging any liability to conviction for the offence to which the notice relates by paying a penalty.

5.6.2 There is provision for the person to be tried for the offence should he/she elect this process or the matter may proceed to trial or be dealt with by way of a simple caution should the penalty not be paid. Additionally a notice may be given, withdrawing a penalty notice if it is considered that the penalty notice ought not to have been given.

5.6.3 FPNs will, whenever possible, be served at the time of the offence or shortly afterwards.

5.6.4 The level of fine attached to a specific FPN will be applied consistently in accordance with either national or locally adopted prescriptions. Where permitted, there may be a reduced fine payable for FPNs paid quickly within a specified number of days or through other qualifying criteria. This information will be included on the FPN.

5.7 Prohibition Notices

5.7.1 This power will be used where there are statutory grounds and where the situation cannot be allowed to continue because of the imminent risks involved. Examples include imminent risk to human health, animal health or harm to the environment

5.7.2 The requirements of any relevant statutory Codes of Practice regarding the use of such notices will be fulfilled.

5.7.3 The Council may prohibit the use of a particular piece of equipment, a treatment, or a specific activity, or it may close part or all of a premises, where the risk is more widespread. It would do so where the proprietor, owner or other responsible person or body is unwilling to voluntarily close, or the Council has a lack of confidence that a voluntary closure would be maintained as required or a voluntary closure would otherwise not be suitable.

5.7.4 There are a wide range of different statutory powers with the provision to undertake prohibition and similarly referenced actions.

5.8 Injunctions

5.8.1 An injunction may be sought from the Courts, where the circumstances of any case cause a significant and/or exceptional problem or threat to health of an individual or group of individuals. This is also where the normal process of law (statutory notices, prosecution or work in default etc.) is likely to be ineffective because the perpetrator has shown a careless disregard for earlier similar requirements, or where the process of law would take an unacceptable period of time, having regard to the particular circumstances.

5.8.2 Injunctions may be sought as an alternative, or in addition to other enforcement mechanisms such as prosecutions.

5.9 Seizure of Goods, Equipment, Food, Articles or Records

5.9.1 Authorised Officers will use the relevant statutory powers to take possession and detain articles, substances, records or equipment where:

- there are reasonable grounds for suspecting that the article, substance or equipment is a cause of imminent danger to human or animal health, serious personal injury or pollution of the environment; and/or

- food is suspected of failing to meet the requirements of the relevant food safety legislation; and/or
- the article or all other relevant items are required in the investigation of a potential offence or for use as evidence in proceedings; and/or
- to secure the abatement of a statutory nuisance.

5.10 Work in Default

5.10.1 Work required in the interest of public health, safety or the environment may be undertaken by the Service and the cost recovered from the duty holder where the notice allows. This may be appropriate when:

- it is necessary to carry out the work in the public interest and/or the costs are not prohibitive;
- there is a failure to carry out work covered by a statutory notice;
- immediate action is required;
- it is unlikely that the work will be carried out unless done in default.

5.10.2 The Council will make every effort to recover the full cost of the work carried out 'in default' including exercising the option of placing a land charge on a property where relevant and appropriate.

5.11 Management Orders

5.11.1 The Council may make an Interim or Final Management Order on a licensed house in multiple occupation, which allows it to completely take over the running of a property. Rights of appeal exist in relation to these powers and compensation provisions also arise in some cases. The Council may charge for serving certain Notices and issuing any Orders under the Housing Act 2004.

5.12 Compulsory Purchase Orders

5.12.1 The Council may compulsorily purchase property under Section 17 of the Housing Act 1985. This power may be used as a last resort to acquire empty properties in order to bring them back into use. The consent of the Secretary of State is required and compensation provisions for the owner apply.

5.13 Premises Licence Review

5.13.1 Responsible Authorities and 'Other Persons' have the power under the Licensing Act 2003 to apply to have a Premises Licence reviewed by the Licensing Committee where activities at the premises appear to be undermining one or more of the four Licensing Objectives (the prevention of crime and disorder, public safety, the prevention of public nuisance and the protection of children from harm).

5.13.2 This option is also open to officers of the Licensing Authority (Licensing Team acting as a Responsible Authority) but officers will generally only take such action if they feel that there are good reasons for a licence to be the subject of a review and no other 'body' has made the relevant application.

5.13.3 Each application for a review will be considered on its own merits at a hearing by a licensing sub-committee and take into account locally adopted licensing policy. The instigation of a review may lead to the undertaking of other enforcement action by the appropriate parties. Possible review outcomes include; the modification of licence

conditions, licence suspension or revocation, or removal of the Designated Premises Supervisor (DPS).

5.14 Simple Cautions

5.14.1 We may consider issuing a simple caution as an alternative to prosecution. Where there is a criminal offence, but the public interest does not warrant a prosecution, a simple caution may be an appropriate course of action. The Ministry of Justice guidance, Simple Caution for Adult Offenders sets out the aims of a simple caution:

- to offer a proportionate response to low level offending where the offender admits the offence;
- to deliver swift, simple and effective justice that carries a deterrent effect;
- to record an individual's criminal conduct for possible reference in future criminal proceedings or in criminal record or other similar checks;
- to reduce the likelihood of re-offending;
- to increase the amount of time officers spend dealing with more serious crime and reduce the amount of time officers spend completing paperwork and attending court, whilst simultaneously reducing the burden on the courts.

5.14.2 Before inviting an offender to receive a simple caution, the case officer must discuss the proposed action with service management and cautions can only be formally issued by authorised officers delegated to do so. In practice this means some lead officers and the service manager.

5.14.3 The use of simple cautions will be in accordance with the guidance issued by the Ministry of Justice, Simple Cautions for Adult Offenders. There are three preconditions, which must all be satisfied if a matter is to be dealt with by simple caution, as follows:

- There is sufficient evidence to give a realistic prospect of conviction,
- The offender admits his or her guilt,
- The person being cautioned agrees to it, having been made aware by us of the consequences and having been given adequate opportunity to consider their decision and obtain legal advice if desired.

5.14.4 The reasons for issuing a simple caution instead of prosecution in the courts would commonly be that the offender has no previous or recent history in relation to the offence and has done everything in their power to make amends. Depending on the circumstances, this would usually entail remedial work to premises and/or taking proper steps to ensure that the offence cannot recur.

5.14.5 A Simple Caution will also only be progressed when the case has passed both the evidential test and the public interest test as determined by the officer authorised to issue a caution. The principles outlined also apply to the other types of formal enforcement actions that are available.

- **The Evidential Test**

We must be satisfied that there is enough evidence to provide a 'realistic prospect of conviction' against each defendant on each charge. In considering the evidence, officers should have regard to any lines of defence which are open

to or have been indicated by the accused, as well as any other factors likely to affect the prospects of conviction including admissibility of the evidence and reliability of witnesses. This must be an objective test since a conviction will only be obtained if the Court or the jury is sure of a defendant's guilt.

- **The Public Interest Test**

The public interest test must be considered in each case where there is enough evidence to provide a realistic prospect of conviction. We will balance factors for and against a caution or a more serious enforcement action e.g. prosecution carefully and fairly. Public interest factors that can affect the decision usually depend on the seriousness of the offence or the circumstances of the defendant. Some factors may increase the appropriateness of a caution whilst others may suggest that another course of action would be more appropriate.

5.14.6 If a simple caution were to be offered and refused by the offender then the case would proceed to court or an alternative enforcement action considered.

5.14.7 Following the acceptance of a caution, the offender may be invited to contribute towards the Council's costs in investigating and preparing the case, if these are significant. However a caution cannot be granted on condition that the Council's costs are paid.

5.14.8 Where relevant, primary authorities and originating authorities will be notified of any caution issued.

5.15 Prosecution

5.15.1 Prosecution is appropriate for individuals, businesses or other duty holders who blatantly disregard the law, or refuse to achieve even basic minimum legal requirements, often following previous contact with the authority, and who put the public at serious risk.

5.15.2 The circumstances which warrant prosecution are varied and include:

- where the offence involves a significant breach of the law such that public health, safety, animal welfare or the environment is or has been put at risk; or
- where the offence involves a failure by the offender to correct an identified serious potential risk having been given a reasonable opportunity to comply with the lawful requirements; or
- where the offence involves the failure to comply in full or in part with the requirements of a statutory notice; and/or
- where there is a history of similar offences; or
- obstruction or assault of an officer; or
- a simple caution has been offered but has been declined; or
- providing false or misleading information to us or others; or
- failure to pay a fixed penalty notice.

5.15.3 The case officer and the service manager will consider all relevant information and evidence when circumstances may warrant a prosecution, to enable a consistent, fair and objective decision to be made.

5.15.4 The case officer and the service manager must be satisfied, before prosecution proceeds, that there is relevant, admissible, substantial and reliable evidence that the offence was committed by the accused. There must be a realistic prospect of conviction. A bare prima facie case is not enough. See also Evidential Test (5.14.5).

5.15.5 The case officer and the service manager must decide that it is in the public's interest to prosecute, following the guidance in the Code for Crown Prosecutors and internal or external counsel where required including:

- seriousness of the offence;
- risk to public health, safety, animal welfare or the environment;
- identifiable victims;
- failure to comply with a statutory notice served for a significant breach of legislation;
- disregard for public health, safety, animal welfare or the environment for financial reward;
- previous history of the defendant;
- offences following a history of similar offences;
- failure to respond positively to past warnings;
- whether a due diligence defence exists and the likelihood of the defendant being able to establish such a defence;
- ability of important witnesses and their willingness to co-operate;
- the willingness of the defendant to prevent a recurrence;
- the probable public benefit of a prosecution and the importance of the case e.g. whether it may create a legal precedent;
- whether other formal action would be more appropriate or effective; and
- any explanations offered by the defendant. Officers should invite the defendant to offer an explanation before a decision to prosecute is made.

5.15.6 Once a decision to prosecute has been made, the procedure will be implemented without undue delay. The requirements of the Police and Criminal Evidence Act 1984 (PACE) and the Criminal Procedure and Investigation Act 1996 will be adhered to. The manager will determine the designated Authorised Officer in charge of the investigation and disclosure officer.

5.15.7 Where appropriate, disqualification of directors may be sought under the Company Directors Disqualification Act 1986. Consideration will also be given to prosecution of directors if a significant risk continues after warnings have been given by employees (e.g. if an offence was committed with their consent, connivance or neglect).

5.15.8 Where there has been death at work resulting from a failure to comply with health and safety law, the matter will be referred to the police if the circumstances of the case might justify a charge of manslaughter. If the police decide not to pursue the case the Service would consider a health and safety prosecution. In order to ensure decisions on investigation and prosecution are closely coordinated, the Work-Related Deaths Protocol, agreed between the relevant enforcing authorities will be followed.

5.16 Proceeds of Crime Applications

5.16.1 Applications may be made under the Proceeds of Crime Act (POCA) 2002 for confiscation of assets in serious cases. Their purpose is to recover the financial benefit that the offender has obtained from their criminal conduct. Proceedings are conducted according to the civil standard of proof.

5.16.2 We will only use accredited financial investigators in respect of POCA applications, where necessary.

6.0 INVESTIGATIONS

6.1 Access and Powers of Entry

6.1.1 At times officers may have to access premises or land to investigate or undertake inspections in accordance with legislative duties. The majority of officers within the Licensing, Environmental Health and Private Sector Housing Teams do not give advance notice about inspections e.g. The Food Safety Code of Practice requires officers to carry out some inspections without prior notice (notices of intent to enter). Officers will give adequate notice of intended entry where practicable or required but at times dependent on the risk or to avoid alerting perpetrators may do so without prior warning. On occasion officers may have to force entry and will apply to the courts for a warrant. There will be occasional situations that would warrant prior notification such as a project based interventions.

6.1.2 In determining the need for prior notification, officers will have due regard to the provisions for the Home Office Code of Practice (CoP) on Powers of Entry 2014. This code sets out considerations that apply to the exercise of powers of entry including, where appropriate, the need to minimise disruption to business. It will ensure greater consistency in the exercise of powers of entry, and greater clarity for those affected by them, while upholding effective enforcement.

6.1.3 Overall, the officer should have regard to the Home Office CoP in determining whether a notice of intent to enter is required and in respect of the wider areas of guidance that the CoP covers, for example:

- Providing notice of rights to occupiers
- Entering premises
- Number of persons present
- Private dwellings
- Entry without consent or a warrant
- Entry under warrant
- Timing of exercise of powers
- Seizure of property
- Retention of property
- Other persons
- Conduct
- Assistance from occupiers
- Leaving premises
- Action after exercise of powers

6.2 Notifying Alleged Offenders

6.2.1 If we receive information (for example from a complainant) that may lead to enforcement action we will notify those concerned as soon as is practicable of any intended enforcement action, unless this could impede an investigation or pose a safety risk to anyone concerned. Throughout the course of an investigation business proprietors or individuals and witnesses will be kept informed of progress. Confidentiality will be maintained and personal information about individuals will only be released to a court when required and/or in accordance with the Data Protection Act 1998. See also section 8.4.

6.3 Liaison with and referrals to other regulatory bodies and enforcement agencies

6.3.1 Where there is wider regulatory interest, officers will refer information received to other relevant regulators. Where appropriate, enforcement activities will be planned and coordinated with other regulatory bodies and enforcement agencies to maximise the effectiveness and consistency of any enforcement including undertaking joint or parallel investigations and inspections.

6.3.2 We will share intelligence relating to wider regulatory matters with other regulatory bodies and enforcement agencies. These may include (but is not limited to) Government Agencies and Departments, other Local Authorities, Police Forces and Fire Authorities.

6.3.3 Within the Council itself, officers investigating complaints and carrying out inspections may find their work has relevance to the work of other departments and services. Officers will work together as appropriate in these circumstances. Adequate liaison will be maintained and where necessary consideration given to ways of cooperation in co-ordinating investigations and outcomes.

6.3.4 In respect of health and safety matters, the Enforcement Management Model (EMM), together with the procedure for its application, provides the Council with a framework for making enforcement decisions that meet the principles of the HSE Executive Board Enforcement Policy Statement. It captures the issues officers consider when exercising their professional judgement and reflects the process by which enforcement decisions are reached.

6.3.5 Officers will liaise with Primary Authorities and Home Authorities when applicable.

6.4 Directed surveillance using the Regulation of Investigatory Powers Act (RIPA) *

6.4.1 The Council is a public authority for the purposes of the Human Rights Act 1998. Where an investigation into the prevention or detection of crime and/or prevention of disorder is necessary, for example, following a serious incident or repeat complaints, officers will endeavour to carry out the investigation using overt methods, unless the only means of effective investigation is by way of covert directed surveillance.

6.4.2 Where we undertake overt surveillance including the use of recording and sampling equipment we will ensure notice is provided to those alleged to be the source of the complaint being investigated informing them of our intentions. Such notice will be no less than 24-hours before surveillance commences which may then be undertaken over a period of up to six-months before further notice is given if required.

6.4.3 Any directed covert surveillance shall be carried out in accordance with Council procedures, RIPA (Regulation of Investigatory Powers Act 2000) and The Protection of Freedoms Act 2012. Authorisation for this type of pre-planned investigation may only be given in writing by formally appointed officers within the Council and before being formally authorised by a Justice of the Peace.

* Note: It is proposed to change this section (6.4) to the version in the addendum attached. An explanation is given in italics below:

Members of the Decent and Affordable Homes/Community Well-Being PDGs and the Licensing and Regulatory Committees respectively recommended approval and noted the new Public Health Enforcement Policy. Prior to this policy subsequently going to the Cabinet for approval, officers from Public Health, Legal Services and Management Team attended further expert training on surveillance legislation (RIPA). This training specifically focused on covert human surveillance sources in addition to our use of social media, networks and the internet to obtain intelligence. As a result it was felt that the RIPA section in the policy needed to be expanded to more clearly set out our legal requirements. This means officers and those we regulate are better informed in this complex area of law. The revised section (in the addendum attached) only deals with our statutory requirements and formal best-practice, therefore sets out requirements we would have to follow in any case where RIPA applies.

6.5 Enforcement on Council premises, or at events organised by the Council

6.5.1 In principle the Council cannot legally enforce against itself. Where infringements on Council premises or land including housing stock, or at events organised by the Council are identified, the matter will be formally notified to the appropriate Service Manager and Head of Service. In serious cases then the Chief Executive will be advised. If the problem relates to health and safety matters then the Health and Safety Executive (HSE) will notified. If the potential breaches of the law are the responsibility of contractors employed by the Council, enforcement action will be taken against the contractor in the same way as in other cases not involving the Council.

7.0 IMPLEMENTATION, MONITORING AND REVIEW

7.1 Implementation and monitoring

7.1.1 This policy reflects the essential principles and requirements of good enforcement as specified in the Regulators' Code 2014 (Department of Business Innovation and Skills), the Code of Practice Powers of Entry 2014 (Home Office) and the provisions outlined in the Legislative and Regulatory Reform Act 2006 and the Regulatory and Enforcement Sanctions Act 2008. Therefore adherence to this policy by officers is essential to demonstrate compliance.

7.1.2 The Head of Service, Service Manager and Team Leaders, will be responsible for ensuring that all officers are familiar with the requirements of and carry out their duties in accordance with, this Enforcement Policy.

7.2 Conflicts of interest and bribery

7.2.1 The Local Government Reform Joint Forum (LGRJF) publish draft guidelines for the conduct of local government employees. These include how to manage any potential

or actual conflict of interest and the Council would expect these guidelines to be followed.

- 7.2.2** In particular, officers are expected to conduct themselves with integrity, impartiality and honesty and their private interests should not be such as to have the potential for allegations of impropriety or partiality to be sustained thereby bringing the Council into disrepute and/or influence enforcement decisions and outcomes.
- 7.2.3** All relationships with businesses, organisations, groups or individuals subject to regulatory permitting, licence or other regulation and enforcement must be made known to the appropriate manager (normally Service Manager or Head of Service). Similarly any beneficial interest or licence in respect of land which is affected by regulatory decisions must be made known to the appropriate manager.
- 7.2.4** In carrying out enforcement, no special favour should be shown to any business, organisation or group particularly those run by, for example, friends, persons to whom the employee owes (or is owed) an obligation, partners or persons where a family or personal relationship is deemed to exist (or previously existed). Where such a relationship exists then regulatory decisions should ideally be made by an alternative officer or as a minimum be made under the direction and guidance of the Service Manager or Team Leader.
- 7.2.5** No part of the local community should be discriminated against through a conflict of interest or other reason.
- 7.2.6** Under the provisions of the Bribery Act 2010 and in the context of this policy, it is a criminal offence to:
- Offer, promise or give someone a reward to induce them to perform their functions or activities improperly.
 - Accept, agree to accept or request a reward in return for performing a relevant function or activity improperly.
- 7.2.7** Officers undertaking enforcement action as defined fully by this policy should also be aware of, and comply with, internal policies such as Disciplinary, Bribery, Hospitality, Whistleblowing and any others as may be relevant.

7.3 Complaints about the service

- 7.3.1** If anyone wishes to complain about enforcement action they may do so initially by contacting the Public Health and Professional Services Manager by telephone on 01884 255255 or by email health@middevon.gov.uk or in writing to Public Health Services, Phoenix House, Phoenix Lane, Tiverton EX16 6PP.
- 7.3.2** Where possible, a complaint will be investigated within 10 working days. A complainant will be advised at the outset about how the complaint will be dealt with and when to expect information on the progress of the investigation.
- 7.3.3** If a complainant is dissatisfied with the result of their complaint to the Public Health and Professional Services Manager, the complaint will be reviewed by a member of our Corporate Management Team and will also be viewed by the Chief Executive. For details about the formal complaints procedure please see the Council website www.middevon.gov.uk.

7.4 Policy review

- 7.4.1** This policy shall be reviewed at least every 3-years. Other triggers for review include any significant apparent short-coming, case law, new guidance or relevant legislative demand.

8.0 PUBLICITY AND INFORMATION REQUESTS

- 8.1.** We will normally publicise details of any convictions, which could serve to draw attention to the need to comply with the law or deter others. Where appropriate, the media will also be provided with factual information about charges that have been laid before the Courts, any pending formal action and any enforcement action already taken.
- 8.2** In keeping with the spirit of the Freedom of Information Act and the Environmental Information Regulations, the Council publishes an increasing amount of information on its website: www.middevon.gov.uk.
- 8.3** Anyone wishing to make an official request for information under this legislation should see the contact form on our website (under Freedom of Information) or call our Customer First team on 01884 255255.
- 8.4** During hearings, especially Licensing and Regulatory Sub-Committees, involving enforcement decisions and formal sanctions in the context of this policy, it may be necessary to pass the a resolution to exclude the press and public having reflected on Article 12 12.02(d) (a presumption in favour of openness) of the Mid Devon District Council Constitution. This decision may be required because consideration of this matter in public may disclose information falling within one of the descriptions of exempt information in Schedule 12A to the Local Government Act 1972. The Cabinet will need to decide whether, in all the circumstances of the case, the public interest in maintaining the exemption, outweighs the public interest in disclosing the information. Reports heard and minutes made in this manner will therefore not be available for disclosure upon request and will remain confidential.
- 8.5** This policy document is freely available to the public on the Council's website, or as a paper copy on request to the Public Health and Professional Services Manager, Phoenix House, Phoenix Lane, Tiverton EX16 6PP (telephone: 01884 255255), or via email health@middevon.gov.uk.

APPENDIX 1

SUPPLEMENTARY ENFORCEMENT POLICY ISSUES – LICENSING TEAM

Licensing policies

There are a number of specific policies covering the different regulatory functions that licensing are responsible for. These include policies for the Licensing Act 2003, the Gambling Act 2005, hackney carriage & private hire licensing and sex establishments. These policies can be found here: <https://new.middevon.gov.uk/business/licensing/licensing-policies/>.

General information about the full range of activities we are required to licence or regulate can be found at <https://new.middevon.gov.uk/business/licensing/>

Licensing and Regulatory Committees

The Licensing and Regulatory Committees are both made up of 15 elected members. The Licensing Committee is responsible for the Licensing Act 2003 and the Gambling Act 2005. The Regulatory Committee is essentially responsible for the rest, the main part of which is hackney carriage and private hire related. The Committees meet as a whole to determine policy related matters and Sub-Committees, usually made up of 3 elected members, meet to consider individual applications (including reviews of licences), breaches of conditions and any other issues which may result in an individual no longer being considered fit and proper to hold a particular licence.

Suspension or revocation licences

The Local Government (Miscellaneous Provisions) Act 1976 allows the Council to suspend, revoke or refuse to renew hackney carriage and private hire related licences. Examples include the immediate suspension of a vehicle licence where it has been deemed unfit for use (in licensing terms) and the immediate revocation of a drivers licence where the individual is no longer considered to be fit and proper.

The Licensing Act 2003 also allows for the suspension of a Premises Licence or Club Premises Certificate when the annual fee has not been paid by the required date.

When a licence is to be suspended or revoked, the Council will provide clear notice of this to the individual / premises concerned, outlining any rights of appeal they may have.

Out of hours enforcement activities

Due to the nature of some of the activities authorised it is necessary to conduct out of hour visits and inspections. This can apply to late night establishments that sell alcohol / provide takeaways and also to the hackney carriage & private hire trade. Certain businesses are at their busiest during these times and late night visits allow officers of the Council to see how they function and comply with the relevant pieces of legislation and conditions 'in action'.

Overt operations

Officers will conduct overt inspections of licensed premises, individuals and the hackney carriage & private hire trade. Such inspections may be in partnership with relevant authorities including the Police, Devon County Council and the Driver Vehicle Standards Agency (DVSA) and others.

Test purchases

Due to the nature of certain offences it is sometimes necessary to conduct test purchases. This is normally complaint or information led and may follow on from less severe enforcement actions which have proved ineffective. Examples include test purchasing unlicensed taxi drivers and premises selling alcohol to underage individuals.

Conditions

The Council have the ability to place conditions on a number of licences either at the application stage or via a review of a licence. Although different under each piece of legislation the Council may (generally) apply standard conditions and/or tailored conditions. Standard conditions guarantee a similar standard of activity across the district (i.e. animal establishments) and tailored conditions allow for the individual nature of certain premises to be catered for (i.e. premises licence).

APPENDIX 2

SUPPLEMENTARY ENFORCEMENT POLICY ISSUES – ENVIRONMENTAL HEALTH (NUISANCES)

The purpose of this appendix is to provide more information on the provisions of statutory nuisance legislation under the Environmental Protection Act 1990 and its relationship with Anti-social behaviour legislation.

Statutory Nuisance Enforcement

Proactive Inspections

Whilst much statutory nuisance work will involve reactive responses to complaints from the public, the Council also has an important responsibility to carry out pro-active regulation to protect the amenity of residents. In particular, we will carry out proactive inspections, and take all necessary actions in the following circumstances:

- To control the emission of dusts, smoke, odour or effluvia where there is a very high likelihood of nuisance occurring and/or history of complaints or an on-going investigation
- To control potential nuisance from planned events, specific operations or activities, with a potential to cause significant disturbance
- To assist the Planning Department in assessing, and controlling, the impact of potential nuisance from proposed developments

Pro-active inspections may be conducted out-of-hours (e.g. during the evening or weekends) as well as normal working hours.

Abatement Notices

We have a duty to investigate complaints related to statutory nuisance and to serve an Abatement Notice if a nuisance exists. It is an offence not to comply with an Abatement Notice without a reasonable excuse.

The majority of statutory nuisance service requests relate to individuals and are usually due to the behaviour of a neighbour for example playing music too loud. These requests for service can be due to a clash of lifestyles or a consequence of a long-standing neighbour dispute. It is expected that the complainant/s will be willing to give evidence in court if necessary unless there are extenuating circumstances.

The Council receives many complaints about different types of noise including alarms, loud music, construction sites, barking dogs, DIY, kitchen extract systems, and air conditioning units. The Council has legal powers to deal with noise that is a 'nuisance'.

Other statutory nuisances definitions are wide-ranging and complex in terms of the premises and nature of emissions to which they apply. In addition to noise from any premises, they include premises which are in such a state to be prejudicial to health or a nuisance and emissions of smoke, fumes, gases from any premises. Or dust, steam, odours or effluvia from industrial, trade or business premises. It also includes animals kept in such a way so as to be prejudicial to health or a nuisance and insects from industrial, trade or business or light

emanating from any premises. Finally, it can include any accumulation or deposit that is prejudicial to health or a nuisance.

Moving vehicles on the highway are not relevant premises for the purposes of statutory nuisance. Parked vehicles, machinery or equipment in the street can give rise to noise nuisance under the statutory nuisance legislation.

Out-of-hours actions

We do not currently operate an out-of-hours reactive complaint investigation service. We will therefore investigate any nuisance complaints during normal working hours and respond initially within 5-working days. As indicated above, proactive inspections can be carried out outside of normal hours if justified and we can also carry out overt surveillance (i.e. where we have warned the person(s) likely giving rise to the complaint notice of our intention to carry out monitoring) including the use of monitoring equipment such as noise recording devices.

Nuisances and anti-social behaviour

Anti-Social Behaviour (ASB) is a broad term used to describe the day-to-day incidents of crime, nuisance and disorder that makes many people's lives a misery. We work closely with many other agencies in Mid Devon to tackle and reduce ASB. The ASB legislation puts victims of crime first by having effective powers for tackling ASB, which provide better protection for victims and communities, act as a real deterrent to perpetrators.

These enforcement powers include:

- Civil injunction
- Criminal Behaviour Order
- Community Protection Notice
- Public Spaces Protection Order
- Closure Powers

Many of these powers overlap with Nuisance and Licensing laws acting as an alternative less punitive/rehabilitation action against offenders, other than proceeding through the courts (a possible action with statutory nuisance cases).

When investigating nuisance complaints we will therefore work within the options available to us under both Statutory Nuisance and Anti-social behavior legislation. If we conclude at any stage during an investigation that a Statutory Nuisance is proven then we must take action under the Environmental Protection Act 1990 rather than ASB.

Mediation may also be offered as an alternative to statutory nuisance or ASB action where it is appropriate.

Defences

Commercial businesses and other activities may have a range of statutory defences for example the use of best practicable means available to abate the nuisance or a right by prescription to commit what would otherwise be a nuisance as a result of a substantial history of operating without interruption. These are defences arising from case law and as such all current and relevant case law will be taken into account together with the specific circumstances of the nuisance in question.

Procedures and closing investigations

We will follow set procedures when undertaking nuisance investigations following a common or related set of stages. These procedures are available from us upon request. We will always carry out an initial assessment and send out standard letters and diary sheets to the source of the complaint and complainant respectively alongside exploring mediation and other informal actions. If after 28 days we have resolved the complaint and/or we have received no further communication (including completed diary sheets) from the complainant then we will close the investigation and take no further action.

Individual action not involving the Council

If you are the occupier of premises affected by noise, you can under section 82 of the Environmental Protection Act 1990 complain directly to a Magistrates Court. You may wish to do this because you do not want to involve us or that we are unable to help having investigated your complaint.

Other legislation dealing with nuisances and harmful emissions

The Environmental Health team may draw upon a wide range of other regulatory powers as appropriate to deal with nuisances or other harmful emissions. These include (not an exhaustive list):

- Public Health Acts 1936 and 1961 – for example in respect of sanitary complaints, noxious premises, drainage and verminous provisions
- Prevention of Damage by Pests Act 1949 – for example for dealing with damage and nuisance caused by infestations of rats and mice
- Control of Pollution Act 1974 – for example in respect of noise from construction sites
- Building Act 1984 – for example in respect of defective drainage
- Clean Air Act 1993 – for example in respect of dark smoke from chimneys and bonfires
- Environment Act 1995 – for example in respect of imminent danger of serious pollution
- Environmental Damage Regulations 2009 – for example in respect of pollution to land from commercial activities (not historic land contaminated prior these regulations coming into effect)

In applying these various regulatory powers we will do so in accordance with best practice and codes of practice issued by the relevant agencies and bodies including DEFRA, Environment Agency and Chartered Institute of Environmental Health.

APPENDIX 3

SUPPLEMENTARY ENFORCEMENT POLICY ISSUES – ENVIRONMENTAL HEALTH (PRESCRIBED PREMISES FOR POLLUTION CONTROL)

The purpose of this appendix is to give further guidance on the provisions of the above legislation.

More information regarding prescribed premises for pollution control (also known as permitted installations) can be found at <https://new.middevon.gov.uk/environment/air-quality/regulated-installations/>

Prescribed premises for pollution control

We are the relevant enforcing authority for the purposes Environmental Permitting Regulations 2010 (EPR) made under the Pollution Prevention Control Act 1999 in respect of installations prescribed for local authority control within our district.

Under EPR we regulate “installations” that carry out certain industrial activities. Permits are issued for these installations containing conditions that are intended to achieve a high level of protection for the environment as a whole. The powers cover two regimes, Local authority Integrated Pollution Prevention and Control (LA-IPPC) “A2 Installations” and Local authority Pollution Prevention and Control, “Part B installations”. For A2 installations the Regulations require that emissions to air, water (including discharges to sewer) and land, plus a range of other environmental effects, must be considered in the permit and that sites that cease to be permitted are restored to their original condition. For Part B installations the Regulations require that emissions to air should be considered.

Operators of prescribed installations are required by the EPR to comply with both procedural and operational conditions. A failure to do so in either case might constitute an offence.

Enforcement of regulated installations

The purpose of enforcement is to ensure that preventative or remedial action is taken to protect the environment or to secure compliance with the regulatory system. The need for enforcement may stem from an unauthorised “incident” or activity or from a breach of the conditions of a permitted activity. Although we expect full voluntary compliance with relevant legislative requirements or permit provisions, we will use our enforcement powers where necessary. The powers available include:

Preventative /remedial actions

- Enforcement Notices
- Suspension Notices
- Variation of permit conditions
- Revocation Notices

Criminal enforcement responses

- Prosecution
- Formal caution
- Warnings

Enforcement Notices

Enforcement Notices may be served under the EPR where the operator is contravening or likely to contravene permit conditions. We will consider in each case the advantages of serving an Enforcement Notice, using warning letters or taking court proceedings. The use of an Enforcement Notice may not be appropriate merely to restate what is required by an existing condition. Warning letters will usually be sent and in the event of non-compliance prosecution will be considered.

Suspension Notices

We may serve a Suspension Notice under the EPR where, in respect of an installation permitted by it, there is a risk of serious pollution. This may or may not involve a contravention of a condition of the permit. Once the Council is satisfied that the requisite action has been taken, written notification shall be given to the operator and the Notice withdrawn.

Variation Notices

We will consider the issue of a Variation Notice in respect of permitted installations in the following cases;

- where the operator formally requests a specific variation
- where the operator notifies the Council of a proposed change to the process or installation and the Council determines that a variation is required to accommodate that change
- where the Council believes that the existing conditions attached to an authorisation or permit require amending or additional conditions are required

When issuing a Variation Notice, we will include as part of that notice a copy of the consolidated authorisation or permit. Where the operator makes an application for a variation and we decide not to vary the permit then we will notify the operator of our decision and the right of appeal against that decision.

Revocation Notices

We may revoke a permit in whole or in part, at any time by service of a Revocation Notice for appropriate reasons. These include non-payment of the annual subsistence fee.

When issuing a Revocation Notice the Council will provide an accompanying letter stating the reasons and effect of the Revocation Notice. We will give prior notice and appropriate warning of our intention issue a Revocation Notice giving the operator of the permitted installation appropriate notice to address the issue.

Failure to comply with permit conditions or Notices

Failure to comply with permit conditions or the requirements of a notice may lead to a criminal enforcement response.

Operating without a permit

The Council would expect any operator to be aware of the need for a permit and to obtain one before commencing operation. Should an operation be being carried on without a permit the operator will be invited to make a timely application and the additional fee for operating

without a permit will apply. Failure to complying after the warning may lead to prosecution of the operator.

Other Actions

Requisitions for Information

The Council may require any person to provide such information as it may reasonably require discharging its functions under the EPR. Where such a notice is not complied with the Council may instigate legal proceedings.

APPENDIX 4

SUPPLEMENTARY ENFORCEMENT POLICY ISSUES – ENVIRONMENTAL HEALTH (FOOD SAFETY, HEALTH PROTECTION AND PRIVATE WATER SUPPLIES)

The purpose of this appendix is to give further guidance on the provisions of the Food Safety Act 1990 and food legislation made under the European Communities Act 1972. The principles of enforcement are clearly set out in the main enforcement policy. The policy will be followed in conjunction with the Food Standards Agency's (FSA) Statutory Codes of Practice including the current Food Law Code of Practice and guidance.

We will work closely with other agencies including the FSA, Public Health England, the Department of Food and Rural Affairs (Defra), Primary Authorities and Home Authorities to ensure consistent and coherent regulation.

The ultimate purpose of the Council's food safety enforcement function is to ensure that those persons with a statutory duty manage and control risks effectively, thus preventing harm.

Food Safety and other policies and information

More information on the regulation and enforcement of food safety and hygiene can be found at <https://new.middevon.gov.uk/business/food-safety-and-hygiene/>

More information on our sampling and regulation of private water supplies can be found at <https://new.middevon.gov.uk/environment/private-water-supplies/>

More information on infectious diseases can be found at <https://new.middevon.gov.uk/business/food-safety-and-hygiene/infectious-disease/>

General food safety enforcement

The Council regards prevention as better than cure. As such officers will offer information and advice to those the Council regulates and seek to secure compliance avoiding bureaucracy or excessive cost. Individuals and businesses are encouraged to put food safety first and integrate safe and hygienic practices into normal working methods.

Enforcement action will be based primarily on an assessment of risk to public health. Formal action will be focused on situations where the public is put at risk, where food businesses are negligent of their obligations or intentionally infringe the law.

Only officers who are deemed competent by training, qualification and experience and who meet the criteria in the Statutory Code of Practice will be authorised to undertake enforcement action. The Council will also ensure that all appointed officers are trained in the use of this policy.

The purpose of enforcement is to:

- ensure that businesses take action to deal immediately with serious food safety risks;
- promote and achieve sustained compliance with the law;
- ensure that businesses which breach food safety requirements are held to account.
This may include bringing alleged offenders before the courts.

The Council has a range of tools at its disposal in order to secure compliance with the law and to ensure a proportionate response to criminal offences. The powers available include:

Preventative / remedial action

- Informal letter
- Hygiene Improvement Notice
- Hygiene Emergency Prohibition Notice
- Remedial Action Notice
- Seizure/detention
- Refusal / revocation of Approved Premises status

Criminal enforcement responses

- Prosecution
- Simple caution

Food safety enforcement notices

Statutory Notices will be used only where the guidance criteria specified in the Statutory Code of Practice is fulfilled. Authorised Officers will only sign Improvement Notices if they have personally witnessed the contravention and are satisfied that it meets the criteria given in this policy.

The use of a Hygiene Emergency Prohibition Notice will be considered when an imminent risk of injury to health can be demonstrated. The officer will consider the guidance criteria specified in the FSA Statutory Code of Practice concerning the conditions when prohibition may be appropriate before service of the Notice.

Remedial Action Notices will be used if a continuing offence in an approved premise requires urgent action owing to a risk to food safety. The officer will consider the guidance criteria specified in the FSA Statutory Code of Practice concerning the conditions when a Remedial Action Notice may be appropriate before service of the Notice.

We will liaise with, where appropriate, other agencies including local authorities involved with the Primary Authority Scheme or Home Authority Scheme, before enforcement action is taken to ensure consistent and coherent regulation.

Food detention/seizure

When food has not been produced, processed or distributed in compliance with the Hygiene Regulations an Authorised Officer may detain or seize the food. Following the detention/seizure the Authorised Officer will follow the advice set out in the FSA Statutory Code of Practice.

Food will be detained where there are suspicions or indications that food at a particular establishment is unsafe and therefore examination is necessary. Such action will be proportionate to the risk to public health and where immediate action is required to ensure food safety. Decisions on whether to release or seize the food will be made as quickly as is reasonably practicable.

The Authorised Officer will provide written notification of the detention/seizure as soon as is reasonably practicable.

A Food Condemnation Notification will be given to the person in charge and/or the owner of the food where the officer intends to have the food dealt with by a Justice of the Peace. If the Magistrate does not condemn the food, it will be returned to the owner, who will be entitled to compensation for any loss encountered,

A Withdrawal of Detention of Food Notice will be served as quickly as possible when evidence or information indicates that detained food can be released, and in any case within 21 days.

Revocation of food approvals

Certain food premises that handle products of animal origin require the approval of the Council prior to conducting a business. Formal action will be taken against those premises which require approval but knowingly fail to gain approval before operation.

The Council has the power, in certain circumstances, to revoke a premises approval. To warrant revocation of approval, the individual or organisation must have engaged in one or more of the following criteria;

- engaged in fraudulent activity,
- deliberately or persistently breached legal obligations, which were likely to cause harm to others,
- deliberately or persistently ignored written warnings or formal notices,
- obstructed an officer during the course of their duty,
- endangered, to a serious degree, the health or safety or well-being of the public.

Health protection and infectious diseases

Three sets of Health Protection regulations which came into force in 2010 complement the updated Public Health (Control of Disease) Act 1984, which was substantially amended by the Health and Social Care Act 2008.

Part 2A Orders

The Regulations of the Public Health Act include legal powers, available to enforce actions to protect public health: Part 2A Orders. They are available to local authorities and involve an application to a magistrate.

We will typically use these powers in consultation with other organisations, such as Public Health England, Devon County Council Public Health consultants, the NHS or the emergency services.

In undertaking any action under the Health Protection regulation will we follow guidance published by The Department of Health and Health Protection Agency (now Public Health England), in consultation with the Chartered Institute of Environmental Health. The guidance explains notification requirements of registered medical practitioners and laboratories testing human samples as well as health protection powers available to us as the Local Authority and justices of the peace.

Private Water Supplies

The Water Industry Act 1991 requires local authorities like us, to check the wholesomeness and sufficiency of private water supplies provided to premises in their area. We will work

closely with formal guidance provided by the Drinking Water Inspectorate (DWI) to ensure consistent and coherent regulation.

The regulations under which Private Water Supplies (PWS) are inspected are The Private Water Supply Regulations 2009. The regulations require us to complete a risk assessment of all private water supplies, except for supplies to single non-commercial domestic dwellings. This had to be done within five years of the regulations coming into force and subsequently every five years thereafter.

Risk assessments involve looking at the whole private water supply including the source, any storage tanks, any treatment systems and the premises using the supply.

Large supplies (greater than 10m³/day) and supplies that provide water for commercial activities require check and audit sampling to be carried out. Check sampling involves looking at a suite of basic parameters; audit sampling covers a much larger suite of parameters. The frequency of these sampling suites depends upon the volume of water used from the supply. For example:

- ≤ 10m³/day - sampling frequency 1 sample per year
- >10 ≤ 100m³/day - sampling frequency 2 samples per year
- > 100 ≤ 1,000 - sampling frequency 4 samples per year
- > 1,000 ≤ 2,000 - sampling frequency 10 samples per year

There are also procedures that we must follow if a private water supply is determined as being unwholesome under the regulations. This includes a requirement to investigate the cause of any failures, inform users of the supply if it poses a potential danger to human health and giving advice to users to minimise any such potential dangers. Additional enforcement powers are available if needed.

The private water supply regulations enable us to charge for risk assessments and all sampling within rules set out by the Government. The current charges can be seen on our website at the link for private water supplies set out above.

What is a private water supply?

In general terms a 'private water supply' is any water supply which is not provided by a Water Company. It is not a mains supply and no water rates are paid, although the person who owns the supply may make a charge. There are no laws controlling the charges or other conditions connected with private supplies. The owner or person who uses the supply is responsible for repairing and maintaining it. Private supplies are commonly used in the rural parts of Mid Devon.

A private water supply could serve just one property or it could be a large supply with a network of pipes supplying water to many properties. The water may come from a spring, well, borehole, pond, river or stream.

Quality standards for water

Good quality water is very important to everyday life. Every house must have a good supply of clean, fresh water for it to be fit for occupation.

To make sure that water used in the home and for producing food is of the high quality required to protect public health, the government has set legal quality standards which all water used for drinking, washing and cooking or used in businesses which produce food or

drink must meet. Private supplies are more likely to be contaminated because the sources are more likely to be unprotected from contamination and they are generally not treated to the same standard as public supplies.

APPENDIX 5

SUPPLEMENTARY ENFORCEMENT POLICY ISSUES – ENVIRONMENTAL HEALTH (SMOKING ENFORCEMENT)

The purpose of this appendix is to give further guidance on the provisions of smoke free legislation prescribed by the Health Act 2006 as updated in 2015.

Part I of the Health Act 2006 makes provision for the prohibition of smoking in certain enclosed or substantially enclosed premises, and allows for regulations to be made providing for other places (which need not be enclosed) and vehicles to be smoke-free. The Smoke-free (Exemptions and Vehicles) Regulations 2007 provide for enclosed vehicles used by the public or as a workplace by more than one person to be smoke free. The Smoke-free (Private Vehicles) Regulations 2015 will require all private vehicles to be smoke-free when they are enclosed, contain more than one person and a person under 18 is present in the vehicle.

Exemptions to the requirements for premises and vehicles to be smoke free are also contained in the Smoke-free (Exemptions and Vehicles) Regulations 2007.

Smoke free enforcement

It is our policy as the enforcing authority, to protect people working in or visiting an enclosed or substantially enclosed public place from exposure to second hand smoke. This policy also applies to vehicles used in connection with work and public service.

We will not embark upon a rigid proactive inspection programme under this legislation however, visits to check compliance will be undertaken at the same time as other enforcement visits or following receipt of a complaint. Enforcement activities by inspection will involve different approaches depending upon the circumstances including announced or unannounced inspections.

Authorised officers will assess compliance by observation within the premises, subsequently announce themselves and show appropriate identification to the person in charge of the premises at the end of the period of inspection.

Enforcement

Enforcement powers available include:

Preventative / remedial action

A verbal warning, an informal letter or fixed penalty notice

Licensed premises and drivers

For licensed premises and drivers matters can be referred to a Licensing or Regulatory sub-committee respectively. This will take precedence over other enforcement responses excluding preventative/remedial actions outlined above.

Criminal enforcement responses

- Prosecution
- A fixed penalty notice may be issued when an offence has been committed.

- Fixed penalty notices apply to persons who smoke in a smoke free place,
- Premises or vehicle, or where the appropriate signage is not displayed at such places.
- A fixed penalty notice will be issued at the time when the contravention is identified or if appropriate at a later date.

Where repeat breaches of the legislation are witnessed or where fixed penalty notices are not paid in full, then prosecution proceedings will be taken. Prosecution will be considered against an individual found smoking in a smoke free premise or against a person in control of a smoke free premise who fails to erect the correct signage, where informal action and fixed penalty notices have failed to secure compliance. A prosecution will be considered against a person in control of a smoke free premise who fails to prevent smoking after informal action has been taken and liaison will be undertaken with the Licensing Team in respect of any licenced premises.

A general duty of care will apply under the Health and Safety at Work etc. Act 1974. This may be applied when checking, or giving advice on, smoking shelters, ventilation of non-smoke-free rooms, and people working in non-smoke-free rooms and private dwellings.

Smoking in private vehicles

The existing smoke-free law, which makes public places and work premises and vehicles smoke-free was extended in 2015. The Smoke-free (Private Vehicles) Regulations 2015 requires all private vehicles to be smoke-free when they are enclosed, contain more than one person and a person under 18 is present in the vehicle. It will be an offence for someone to smoke in a private vehicle with someone under age 18 present and for a driver not to stop someone smoking.

Note that electronic cigarettes and all forms of nicotine vaporisers are not included within the definition of smoking. The purpose is to protect children from the harm to their health caused by exposure to second-hand smoke in vehicles.

The police will be responsible for enforcing the legislation in vehicles on the road and have the power to serve fixed penalty notices. As the local authority, we have powers to carry out investigations together with providing information and raising awareness to ensure compliance. In doing so we will take into account CIEH guidance: Implementation of Smoke-free Legislation in England - The Smoke-free (Private Vehicles) Regulations 2015.

APPENDIX 6

SUPPLEMENTARY ENFORCEMENT POLICY ISSUES – ENVIRONMENTAL HEALTH (HEALTH AND SAFETY)

The purpose of this appendix is to give further guidance on the provisions of the Health and Safety at Work etc. Act 1974 and subordinate legislation.

Health and Safety at Work etc. Act 1974

Our policy is to protect the health, safety and welfare of people at work and to safeguard others, mainly members of the public, who may be exposed to risks from the way work is carried out.

We enforce health and safety law in certain workplaces within the district including offices, shops, retail and wholesale distribution centres, leisure, hotel and catering premises.

The ultimate purpose of our health and safety enforcement function is to ensure that employers and those having a duty under the Act, manage and control risks effectively thus preventing harm.

The Authorised Officer of the Council will liaise with other agencies where appropriate, including the Health and Safety Executive, local authorities involved with the Primary Authority Scheme or Lead Authority Partnership Scheme (LAPS) and any other appropriate agency before enforcement action is taken to ensure consistent and coherent regulation.

Enforcement of regulated premises

The appropriate use of enforcement powers, including prosecution, is important both to secure compliance with the law and to ensure that those who have a duty under it may be held to account for failures to safeguard the health, safety and welfare of employees or the public. Enforcement is distinct from civil claims for compensation and is not undertaken in all circumstances where civil claims may be pursued, nor to assist such claims.

The purpose of enforcement is

- to ensure that duty holders take action to deal immediately with serious risks and
- to promote and achieve sustained compliance with the law,
- to ensure that duty holders who breach health and safety requirements and directors or managers who fail in their responsibility, are held to account. This may include bringing alleged offenders before the courts.

The Authorised Officer has a number of options available to secure compliance with the law and demonstrate a proportionate response to criminal offences. The powers available include:

Preventative / remedial action

- Informal letter
- Improvement Notices
- Prohibition Notices
- Seizure

Criminal enforcement responses

- Prosecution
- Simple Caution

An Improvement Notice or Prohibition Notice is served with the broad aim of dealing with serious risks to health and safety, securing compliance with health and safety law and preventing harm. The notices require offenders to cease activities in contravention of the law or give offenders reasonable time to rectify a contravention. A Prohibition Notice stops work or use of a piece of equipment in order to prevent serious personal injury.

The Authorised Officer acting on behalf of the Council has powers to seize unsafe goods or equipment to prevent it causing harm to people. When goods or equipment are seized an officer will leave an appropriate receipt.

3. Investigations

The Authorised Officer of the Council shall determine whether incidents, cases of ill health, or complaints should be investigated. Investigations are undertaken in order to determine:

- causes,
- whether action has been taken or needs to be taken to prevent a recurrence and to secure compliance with the law,
- lessons to be learnt and to influence the law and guidance,
- what response is appropriate to a breach of the law.

In deciding what resources to devote to investigations, we will have regard to the principles of enforcement set out in this statement and the objectives published in the Health and Safety Executive / Local Authority Enforcement Liaison Committee (HELA) strategic plans. In particular, in allocating resources the Council will strike a balance between investigations and mainly preventative activity.

To maintain a proportionate response, most resources available for investigation of incidents will be devoted to the more serious circumstances. The Council recognises that it is neither possible nor necessary for the purposes of the Act, to investigate all issues of non-compliance with the law which are uncovered in the course of preventive inspections, or in the investigation of reported events.

In selecting which complaints or reports of injury or occupational ill health to investigate and in deciding the level of resources to be used, the officer will take account of the following factors:

- the severity and scale of potential or actual harm,
- the seriousness of any potential breach of the law,
- knowledge of the duty holder's past health and safety performance,
- the enforcement priorities,
- the practicality of achieving results,
- the wider relevance of the event, including serious public concern

In considering whether the law has been complied with, the Authorised Officer will have regard to relevant Approved Codes of Practice (ACOP) and guidance issued by the Health and Safety Executive and HELA. The officer will apply sensible judgement about the extent of the risks and the effort that has been applied to counter them.

Decisions involving significant resources will need approval from the Head of Service or Service Manager.

The Enforcement Management Model (EMM) will be referred to when considering formal action for breaches of the law. Where action taken differs from that indicated by the EMM the reasons for this will be documented and reasonable.

Representations to the courts

In cases of sufficient seriousness, and when given the opportunity, we will consider indicating to the Magistrates that the offence is so serious that they may send it to be heard or sentenced in the higher court where higher penalties can be imposed. In considering what representations to make, the Authorised Officer/Solicitor will have regard to Court of Appeal guidance.

Death at work

The Authorised Officer will carry out a site investigation of all reportable work-related deaths that have taken place in a local authority enforced premises. Where there has been a breach of the law leading to a work-related death, the Council will consider whether the circumstances of the case might justify a charge of corporate manslaughter.

The police and Crown Prosecution Service (CPS) have legal responsibility to pursue a charge of manslaughter if appropriate. The Council are responsible for investigating contraventions of health and safety. If in the course of their health and safety investigation an Authorised Officer finds evidence suggesting that a manslaughter incident may have occurred, they will pass it to the police for their consideration. If the police or the CPS decide not to pursue a manslaughter case we will normally bring a health and safety prosecution in accordance with this policy.

To ensure decisions on investigation and prosecution are closely co-ordinated following a work-related death, the HSE, the Association of Chief Police Officers (ACPO) and the CPS have jointly agreed and published "Work-Related Deaths: A Protocol for Liaison". The Authorised Officer acting on behalf of the Council will take account of this protocol when responding to work-related deaths.

APPENDIX 7

SUPPLEMENTARY ENFORCEMENT POLICY ISSUES – PRIVATE SECTOR HOUSING

Private Sector Housing Policies

The purpose of this appendix is to set out a number of specific policies covering the different regulatory functions and activities that private sector housing team are responsible for. These include policies for the private sector housing renewal and bringing empty homes back into use. These policies can be found here: <https://new.middevon.gov.uk/housing/private-sector-housing/>

Expectations of tenants, owners and landlords

In respect of private sector housing issues, the Council will specifically expect the following from tenants, owners and landlords:

Tenants

- Tenants must inform their landlord about issues within their property before contacting the Council.
- Tenants must cooperate with their landlord to get the works carried out and tell the Council of any action taken by the landlord.

Legislation covering landlord and tenant issues require that tenants notify their landlords of any problems with the property. This is because it is more difficult for landlords to meet their legal duty, unless they have been made aware of the problem.

Where a hazard presents an imminent risk to the health and safety of the occupants, it is expected that tenants will still try to contact their landlord, even if this is after they have contacted us. It is also expected that the tenant will provide the Council with details of any written or oral communication that they have had with the landlord regarding the hazard.

In certain situations tenants will not be required to write to their landlord first, for example:

- Where there is an established history of harassment/threatened eviction/poor management practice
- Where the tenant appears to be vulnerable or where there are vulnerable members of the household
- Where the tenant could not for some other reason be expected to contact their landlord/managing agent;
- Where the property is a House in Multiple Occupation which appears to fall within the scope of HMO licensing

Tenants are responsible for keeping us informed of any contact they have had with their landlord (or the landlord's agent or builder, etc.), which may affect the action the Council is taking or considering taking. Tenants should also consider seeking independent legal advice about their own individual powers to resolve any dispute with their landlord.

Residential Social Landlord (RSL) tenants have standard procedures to follow if their landlord does not carry out repairs in a satisfactory manner, including a final right of appeal to the Housing Ombudsman Service. However if the RSL has not taken appropriate action within a reasonable timescale given the alleged severity of the hazard, the we will investigate and take appropriate action to ensure that the hazard is reduced to an acceptable level

Owners and landlords

- The Council expect owners to maintain the properties they own
- Enforcement action will be taken if the Council considers there is an imminent risk to a person's life or likelihood of significant harm to health.

Owners of empty homes

- The Council will expect owners of long-term empty homes to bring them back into use.
- Enforcement action (Compulsory Purchase Order, Interim/Final Empty Dwelling Management Orders, and Enforced Sale) will be considered if an owner does not co-operate, and the empty property has an impact on the neighbourhood.

Housing Health and Safety Rating System

The Housing Act 2004 introduced the Housing Health & Safety Rating System (HHSRS). It is a calculation of the effect of 29 possible hazards on the health of occupiers and potential visitors. The legislation then provides a range of actions for addressing identified hazards.

It is a two stage calculation combining the likelihood of an occurrence and the range of probable harm outcomes to give a numerical rating for each hazard. The assessment will be based on the potential occupant who is the most vulnerable to that risk. The two stages are combined to give a numerical rating in respect of each hazard.

Hazard ratings are banded A-J. Bands A to C (ratings of 1,000 points and over) are the most severe, and are known as **Category 1 hazards**. Bands D to J, the less severe (ratings less than 1,000 points) are known as **Category 2 hazards**.

HHSRS provides a combined score for each hazard identified and does not provide a single score for the dwelling as a whole. It is applied to all residential premises, whether owner-occupied or rented.

The Council has a duty to inspect premises where the existence of a hazard is suspected.

The Council has a duty to take action in response to a Category 1 hazard. When a Category 1 hazard is identified, the Council must decide which of the available enforcement options it is most appropriate to use. These are explained in more detail below.

The Council has a power to take action in response to Category 2 hazards. If the Council decides to take action, it will consider taking action in the following circumstances:

- Where a Category 2 hazard falling within Band D or E exists in addition to one or more Category 1 hazards.

- Cases involving a member of the vulnerable age group, as defined within the specific hazard of the HHSRS, who would derive specific benefit from having Category 2 hazards (falling within Band D or E) addressed;
- Cases in which multiple Category 2 hazards, which when identified which, when considered together, create a more serious cumulative situation, or where the property fails the decent homes standard.
- Where a local house condition survey highlights specific local hazards e.g. excessive cold and dampness.
- Any other exceptional case determined by the Lead officer for Private Sector Housing in consultation with Service Manager or Head of Service.

Choice of appropriate enforcement action

Unless there is an imminent risk to the health and safety of the occupant or visitors to the property, we will attempt to secure the required improvements informally, and within a reasonable timescale. Where this approach fails, officers will determine which of the specific enforcement options it will use, taking into account the facts and circumstances in each individual case. For example the possibility of retaliatory evictions will be considered and this may be especially relevant when dealing with sub-standard migrant workers accommodation which is tied to the job.

A Statement of Reasons will be provided with any Notice served under Private Sector Housing legislation including the Housing Act 2004, explaining why it was decided to take a particular course of action.

The enforcement options available to the Private Sector Housing team are as follows:

- Improvement Notices (including Suspended Improvement Notice)
- Prohibition Orders (including Suspended Prohibition Notice)
- Hazard Awareness Notices
- Emergency Remedial Action or Emergency Prohibition Notices
- Demolition Orders
- Clearance Areas
- Service of Statutory Nuisance Notice under the Environmental Protection Act 1990.

Improvement Notices

It is anticipated that Improvement Notices will be an appropriate and practical remedy for most hazards. Where we determine that an Improvement Notice should be served in respect of a Category 1 Hazard, it will require works that will either remove the hazard entirely or will reduce its effect so that it ceases to be a Category 1 hazard, and will take whichever of these two options it considers appropriate, having considered the circumstances of the case.

Where we determine that the hazard can only be reduced to a Category 2 hazard rather than removed, it intends to require works to be carried out as far as is reasonably practical to reduce the likelihood of harm.

Where we determine that an Improvement Notice should be served in respect of a Category 2 Hazard, it will require works it judges sufficient either to remove the hazard or reduce it to

an appropriate degree, and will make these decisions having considered the circumstances of the case.

Suspended Improvement Notice

The Council has the power to suspend an Improvement Notice and will consider this course of action where it is reasonable, in all circumstances, to do so. The following are situations in which it may be appropriate to suspend an Improvement Notice:

- The need to obtain planning permission (or other appropriate consent) that is required before repairs and/or improvements can be undertaken.
- Works which cannot properly be undertaken whilst the premises are occupied and which can be deferred until such time as the premises are vacant or temporary alternative accommodation can be provided.
- Personal circumstances of occupants, for example, temporary ill-health, which suggests that works, ought to be deferred.

When deciding whether it is appropriate to suspend an Improvement Notice the Council will consider:

- The level of risk presented by the hazard(s);
- The turnover of tenants at the property;
- The response or otherwise of the landlord or owner;
- Any other relevant circumstances (e.g. whether the vulnerable age group, as defined within the specific hazard of the HHSRS, is present)

Suspended Improvement Notices will be reviewed after a maximum of 12 months and then at intervals of not more than 12 months, but suspension will not normally exceed 6 months.

Prohibition Orders

Prohibition Orders can be used in respect of both Category 1 and Category 2 hazards for all or part of a dwelling and are likely to be used:

- If repair and/or improvement appear inappropriate on grounds of practicality or excessive cost (i.e. the cost is unrealistic in terms of the benefit to be derived). An example might include a dwelling or part of a dwelling where adequate natural lighting or adequate fire escape cannot realistically be provided, or
- In a house of multiple occupation (HMO), to prohibit the use of specified dwelling units or of common parts. This might, for example, be used if there are inadequate fire safety measures, or
- To specify the maximum number of persons who can occupy a dwelling where it is too small for the household's needs, in particular, in relation to the number of bedrooms, or
- In relation to premises lacking certain facilities but which are nonetheless suitable for a reduced number of occupants.

In addition to prohibiting all uses in relation to the whole or part of the premises in question (other than uses specifically approved by the Council), Prohibition Orders can prohibit

specific uses. This option may be employed to prevent occupation by particular descriptions of persons. Examples of where the use of this power may be appropriate include: premises with steep staircases or uneven floors which make them particularly hazardous to elderly occupants and premises with open staircase risers or widely spaced balustrades that make them particularly unsuitable for infants.

We will consider any written requests made for alternative uses of premises or part-premises which are subject to a Prohibition Order, and will not withhold its consent unreasonably. We will reply, in writing, to any request stating our reasons why we have approved or refused the proposed alternative uses.

Suspended Prohibition Order

We have the power to suspend a Prohibition Order and will consider this course of action where it is reasonable to do so if the facts of a particular case appear to justify it.

Suspended Prohibition Orders will be reviewed after a maximum of 12 months and then at intervals of not more than 12 months, but suspension will not normally exceed 6 months.

Hazard Awareness Notices

Hazard Awareness Notices may be served to notify owner-occupiers or landlords of the existence of hazards (for example where the risk from the hazard is mitigated by the longstanding nature of the occupancy). This will typically be applicable where:

- It is judged appropriate to draw attention to the desirability of remedial action;
- To notify about a hazard as part of a measured enforcement response;
- An occupant has expressed a particular view that this course of action is desirable (e.g. a tenant who, because of persistent ill-health, might not be able to tolerate works.

In all cases where the decision to serve a Hazard Awareness Notice has been determined by occupancy, the Council will review the notice at regular intervals to ensure that any change of occupancy does not put a more vulnerable occupant at risk.

Emergency Remedial and Prohibition Action

The situations in which Emergency Remedial Action and Emergency Prohibition Orders may be used are specified in the Housing Act 2004. Before considering such action, we must be satisfied that:

- A Category 1 hazard exists, and that
- The hazard poses an imminent risk of serious harm to health or safety, and that immediate action is necessary

If these conditions are met then we will take appropriate emergency action. Situations in which emergency action may be appropriate include:

- Residential accommodation located above commercial premises and which lack a safe means of escape in the event of fire because there is no independent access;

- Risk of electrocution, fire, gassing, explosion or collapse.

Demolition Orders

Demolition Orders are a possible response to a Category 1 hazard (where they are judged the appropriate course of action). In determining whether to issue a Demolition Order the Council will take account of Government guidance and will consider all the circumstances of the case.

Clearance Areas

We can declare a Clearance Area if it is satisfied that each of the premises in the area is affected by one or more Category 1 hazard (or that they are dangerous or harmful to the health & safety of inhabitants as a result of bad arrangement or narrowness of streets).

In determining whether to declare a Clearance Area we will act only in accordance with the Housing Act 1985 (as amended) and having regard to relevant Government guidance on Clearance Areas and all the circumstances of the case.

Statutory Nuisance Notices served under the Environmental Protection Act 1990

It is anticipated that the vast majority of statutory nuisances will be eliminated using the enforcement provisions of the Housing Health and Safety Rating System. Where this is not possible, such as dealing with privately rented mobile homes, consideration will be given to the service and enforcement of the use of powers under Section 80 of the Environmental Protection Act 1990.

Tenure

The HHSRS applies equally to all tenures. Furthermore, it does not specify that particular approaches or solutions should be used on the basis of ownership or the occupier's status. All of the enforcement options are available to the Council regardless of whether the premises in question are owner-occupied, privately rented or belong to a Registered Social Landlord (RSL). However, the Council considers that owner-occupiers are usually in a position to take informed decisions concerning maintenance and improvement issues that might affect their welfare and are then able to set their financial priorities accordingly; whereas tenants, and particularly non-RSL tenants, are not usually able to do so. For this reason we judge that it is appropriate for powers to be used differently according to tenure. Examples are given as follows:

Owner-Occupiers

The Council anticipates that Hazard Awareness Notices will frequently be the appropriate course of action and intends only to use Improvement Notices, Prohibition Notices and their emergency equivalents in cases involving:

- Vulnerable elderly people who are judged not-capable of making informed decisions about their own welfare, and/or
- Vulnerable individuals who require the intervention by us to ensure their welfare is best protected, and/or
- Hazards that might reasonably affect persons other than the occupants, and/or

- Serious risk of life-threatening harm such as electrocution or fire,
- Any other exceptional case determined by the lead officer for private sector housing and the service manager.

Unless an identified hazard is judged to pose an imminent risk of serious harm, we will contact the owner to confirm its involvement, explain the nature of the hazard and confirm the action we are intending to take. We will take account of any proposals or representations made by, or on behalf of the owner.

In addition to our own legal adult and child safeguarding responsibilities, we will ask and take account of the opinion of the relevant welfare authority in considering both the vulnerability and capability of such persons as well as in determining what action it will then take.

Social Landlords

Registered social landlords (RSLs) exist to provide suitable and properly maintained accommodation for their tenants. They are managed by Boards (which typically include tenant-representatives) and their performance is scrutinised by the Tenant Services Authority. RSLs normally employ staff to both manage and maintain their properties and will usually have written arrangements for reporting problems, setting out the response times they aim to achieve, and also for registering any complaints about service-failure.

On this basis we will not normally take formal action against an RSL unless it is satisfied that the problem in question has been properly reported to the RSL and they have then failed to take appropriate action within a reasonable timescale given the severity of the hazard,

Unless an identified hazard is judged to pose an imminent risk of serious harm, we will notify the RSL that a complaint has been received and/or a hazard identified and seek the RSLs comments and proposals within 14 days. Only in urgent cases or where it judges that an unsatisfactory response has been received will we take further action, and will then determine which of the available enforcement options is the most appropriate, taking into account the facts of the case.

Private Landlords

The Council will proceed with enforcement action having regard to the principles of this policy overall. Formal action will be initiated immediately if a hazard in question is judged by the Council:

- To pose an imminent risk of serious harm to any person (whether or not immediate action is required, and whether the hazard(s) in question is likely to affect a tenant, an employee or a member of the public), or
- The landlord in question is known to have failed, on a previous occasion, to take appropriate action in response to an informal approach.

Where the informal approach is judged appropriate the Council will write to the landlord, (or managing agent) stating the nature of the hazard and request proposals for reducing the hazard(s) identified to an acceptable level. A joint inspection with the landlord may also be required and a Requisition for Information Notice is likely to be served at this point. Following the joint inspection, the landlord/agent will be expected to provide the Council with a

proposed timescale for completing the works. If this proposal is deemed acceptable, and the work proceeds in accordance with the agreed timetable, the Council will not normally need to take any further action.

Landlords are expected either to provide any agent acting for them with sufficient authority to act on their behalf in the event that they are contacted by the Council, or to ensure that they maintain appropriate communication with their agent in order that appropriate decisions and responses can be provided to us. The failure of an agent to respond to communication from us within an agreed timescale or any failure to take appropriate action may be treated as a failure by the landlord. The agreed timescale will depend on the severity of the hazard.

If the Council receives no response from the landlord/agent or an inadequate response or proposals that were judged acceptable but which are not then completed satisfactorily, then we will proceed with formal action by taking whichever of the various available enforcement actions it judges to be the most appropriate in accordance with this policy.

Addendum to the Public Health Enforcement Policy

6.4 Surveillance and Human Sources including Regulation of Investigatory Powers Act (RIPA)

- 6.4.1** The Council is a public authority for the purposes of the Human Rights Act 1998. Where an investigation into the prevention or detection of crime and/or prevention of disorder is necessary, for example, following a serious incident or repeat complaints, officers will endeavour to carry out the investigation using overt methods, unless the only means of effective investigation is by way of covert directed surveillance and/or using covert human information sources.
- 6.4.2** Where we undertake overt surveillance including the use of recording and sampling equipment we will ensure notice is provided to those alleged to be the source of the complaint being investigated informing them of our intentions. Such notice will be no less than 24-hours before surveillance commences which may then be undertaken of over a period of up to six-months before further notice is given if required.
- 6.4.3** Any covert directed surveillance must be carried out in accordance with Council procedures, RIPA (Regulation of Investigatory Powers Act 2000) and The Protection of Freedoms Act 2012. Authorisation for this type of pre-planned investigation may only be given in writing by formally appointed Authorised Officers (AO) within the Council and before being formally authorised by a Justice of the Peace (JP).
- 6.4.4** Officers should be mindful that in certain circumstances conducting Open Source Research (OSR) for the purpose of gathering enforcement intelligence i.e. viewing web pages, social networks, chat rooms, information networks (e.g. twitter) and/or web based electronic mail may constitute covert directed surveillance and therefore a RIPA authorisation must be considered. Particular attention will be given to repeat visits to obtain/check or review publically available information in addition to more in-depth research including where profiles/personas are created to gain access to networking sites. Any interaction with other users including making/accepting friends requests, 'poking' or commenting on post will require authorisation.
- 6.4.5** Where OSR is carried out under a RIPA authorisation then officers are required to complete an Open Source Log/Register including details of any profile/persona used.
- 6.4.6** The use of any Covert Human Information Sources (CHIS) must also be carried out in accordance with Council procedures and RIPA. As with directed surveillance, authorisation for this type of information source may only be given in writing by a formally appointed AO within the Council and before being formally authorised by a JP.
- 6.4.7** A CHIS authorisation is likely to be required where an officer (the handler) establishes or maintains a personal or business relationship with a person for the covert purpose of providing, disclosing or maintaining access to information i.e. if an officer induces, tasks or instructs someone to obtain information.
- 6.4.8** For further clarification, a CHIS is not someone who volunteers/provides information having no expectation of reward or advantage that has been received by them in the normal course of their life, including through trade/business or normal business practices. In order to remain outside the scope of CHIS, it is essential that no officer attempts to direct that person to carry out any action which would develop or enhance that information.

- 6.4.9** Any officer considering obtaining any authorisation under RIPA must review and agree this in principle with the Service Manager or Head of Service before submitting the application to the Authorised Officer. In the case of CHIS, the Service Manager or other appointed person must act as the controller and ideally be qualified as a Covert Operations Manager (COM).
- 6.4.10** The role of the COM as a controller is to be responsible for the management of handlers. They will also have general oversight for the application of CHIS.
- 6.4.11** The role of a handler is to have day-to-day responsibility for dealing with and directing a CHIS, recording the information supplied and monitoring the CHIS's security and welfare. Any concerns must be brought to the attention of the COM and in turn the AO.
- 6.4.12** The role of the AO is to be wholly independent of the unit. The AO will risk assess and consider if the criteria set out in 6.4.14 below has been met. They will also be responsible for reviewing and considering subsequent renewals of the authorisation. Further guidelines for AO's are available separately.
- 6.4.13** A CHIS will only be authorised for a vulnerable person or minor (under 18) in exceptional circumstances. A minor under 16 will never be authorised to provide information against his or her parents/persons with parental responsibility.
- 6.4.14** Any application under RIPA made by the unit must in general meet the following minimum criteria:
- Be required for prevention and detection of crime only
 - In the case of directed surveillance, meet the crime threshold (an offence for which the maximum sentence is 6 months + or where an offence involves the sale of alcohol to a minor)
 - In the case of CHIS, adequately consider use (what is being asked), conduct (how it gets done/clear boundaries of action) in addition to the security and welfare of the person involved and any foreseeable outcomes to others
 - Adequately consider and manage collateral intrusion
 - Be proportionate (are lesser/alternative means that are less intrusive available?)
 - Be cost-effective
- 6.4.15** In accordance with RIPA, authorities for directed surveillance are valid for up to 3-months from the date of the signature and up to 12-months for CHIS (1-month in the case of a minor under CHIS).
- 6.4.16** Further guidance on the application of RIPA including directed surveillance, CHIS and OSR is available from the Home Office/Office of Security Commissioners and the National Police Chiefs Council/College of Policing.

MANAGING THE ENVIRONMENT PDG

12 July 2016

High Hedges Policy

Cabinet Member: Cllr Neal Davey

Responsible Officer: Nick Sanderson, Head of Housing and Property Services

Reason for Report: This policy is due for renewal in the current municipal year and Members are invited to review the existing High Hedge policy.

RECOMMENDATION(S): To continue to adopt the current High Hedge policy and processes outlined in Annex A.

Relationship to Corporate Plan: This report has no bearing on the Corporate Plan.

Financial Implications: Detailed in 6.1.

Legal Implications: None.

Risk Assessment: None.

1.0 Introduction

1.1 The law giving Local Councils power to deal with complaints about high hedges came into force on the 1st June 2005 and is contained in Part 8 of the Anti-social Behaviour Act 2003 (“the Act”) and the High Hedges (Appeals) (England) Regulations 2005. This provides local Councils to determine complaints by the owners/occupiers of domestic property adversely affected by evergreen hedges over two meters high.

1.2 The Council are aware of one high hedge intervention that took place between 2012 and 2016.

1.3 The law, however, does not require all hedges to be reduced to, or maintained at, a height of 2 meters.

1.4 Part 8 of the Act allows Councils to authorise officers to exercise powers of entry onto private land in connection with this legislation.

2.0 Role of the Council

2.1 The role of the District Council is to act as an independent and impartial third party in the event of a dispute. The Act does not intend Councils to negotiate or mediate between individuals but adjudicate on whether the hedge is adversely affecting the reasonable enjoyment of the complainant’s property. Account also needs to be taken of views and relevant factors that include the hedge owner’s amenity and that of the wider neighbourhood.

- 2.2 It is intended that complaining to the Council would always be the last resort and neighbours would be expected to have made every effort to resolve the issue amicably. The Council may reject the complaint if it is considered that insufficient effort has been made to resolve the matter amicably.
- 2.3 The Council are able to charge a fee for this service that is to be paid by the complainant. The fees set in 2012 are still seen to be reasonable charges for this service.
- 2.4 The Council may issue a notice requiring the owner or occupier of the land where the hedge is situated to take action to remedy the problem and to prevent it recurring. This remedial notice may be enforced through criminal prosecutions and/or by the Council entering the land and carrying out necessary work if the owner or occupier fails to do so.
- 2.5 The Act does not specify which service within the Council should carry out this function (such as Planning or Estates Management) and this currently lies within the Estates and Property Services team. It would, however, be necessary for the Council to adopt a multi-discipline approach which would encompass control, administration, monitoring and enforcement, if required.

3.0 Appeals

- 3.1 Under the regulations, the complainant and the owner or occupier of the land where the hedge is situated can appeal against:
- The issue of a remedial notice,
 - The withdrawal of a remedial notice;
 - The waiver of relaxation of its requirements.
- 3.2 In addition, the complainant can appeal against:
- A decision by the Council that the height of the hedge is not adversely affecting their reasonable enjoyment of their property;
 - A decision not to require remedial action even though the height of the hedge is causing problems.
- 3.3 Although the right of appeal for the above items is to the Secretary of State, all his appeals functions are carried out by the Planning Inspectorate (PINS).
- 3.4 There is no right of appeal for any other circumstance and the decision is not considered a case or complaints about the length of time to determine a case would be dealt with through the Councils' complaint system or the Local Government Ombudsman.
- 3.5 Annex A attached details the process of determining a complaint.

4.0 Resources

- 4.1 The requirements of these regulations are being met by the Estates and Property Services team but will continue to require a multi-disciplined approach across the Council with input from other services such as Legal and Planning Enforcement.
- 4.2 The Government advice proposed prevention rather than cure and, therefore, puts an emphasis on amicable settlement of disputes. There are several organisations that will provide advice on the most suitable means for resolving neighbour disputes and offer people practical help in putting together their side of the case such as the Citizens Advice Bureau and Devon Mediation Service. Officers will, therefore, exchange information and work in partnership with these other agencies.
- 4.3 The cost of this mediation would need to be borne by the complainant and would not form part of the fee payable to the Council.

5.0 Financial Implications

- 5.1 The Act allows Councils to charge a fee for determining a complaint about a high hedge. The Secretary of State has not, at present, used his powers to prescribe, through regulations, a maximum fee. Each Council is free, therefore, to charge for this service as required.
- 5.2 It is for each authority to decide whether to require a fee; how much this should be; whether to set different rates for different groups of people (for example, those on low incomes or benefits).
- 5.3 It is also for Councils to decide whether or not to provide refunds. In certain circumstances, Councils might wish to return any fee paid, for example if the matter is subsequently settled without Council intervention.
- 5.4 All formal complaints must be accompanied by the right fee. As a general rule, each complainant will pay one fee, irrespective of the number of hedges or hedge owners that might be involved.
- 5.5 The Act does not prescribe the length of time to determine a complaint, however depending upon the number of complaints received a period of 12 weeks would not be unreasonable.

6.0 Fees

- 6.1 It is not proposed to increase the level of reasonable fees detailed in Table 1 and approved in 2012.

Table 1

Fee for determining a complaint about a high hedge	£350
Fee for persons receiving benefit	£175
Refund if complaint has been processed but subsequently settled	No refund
Refund if complaint and fee had been received but not yet processed and subsequently withdrawn	75% refund

- 6.2 We have also looked at fees in other areas for comparison and these are detailed in Table 2.

Table 2

	MDDC	EDDC	NDDC
Fee for determining a complaint about a high hedge	£350	£350	£350
Fee for persons receiving benefit	£175	£350	£350
Refund if complaint has been processed but subsequently settled	No refund	No refund	Partial refund (case by case basis)
Refund if complaint and fee had been received but not yet processed and subsequently withdrawn	75% refund	No refund	Full refund

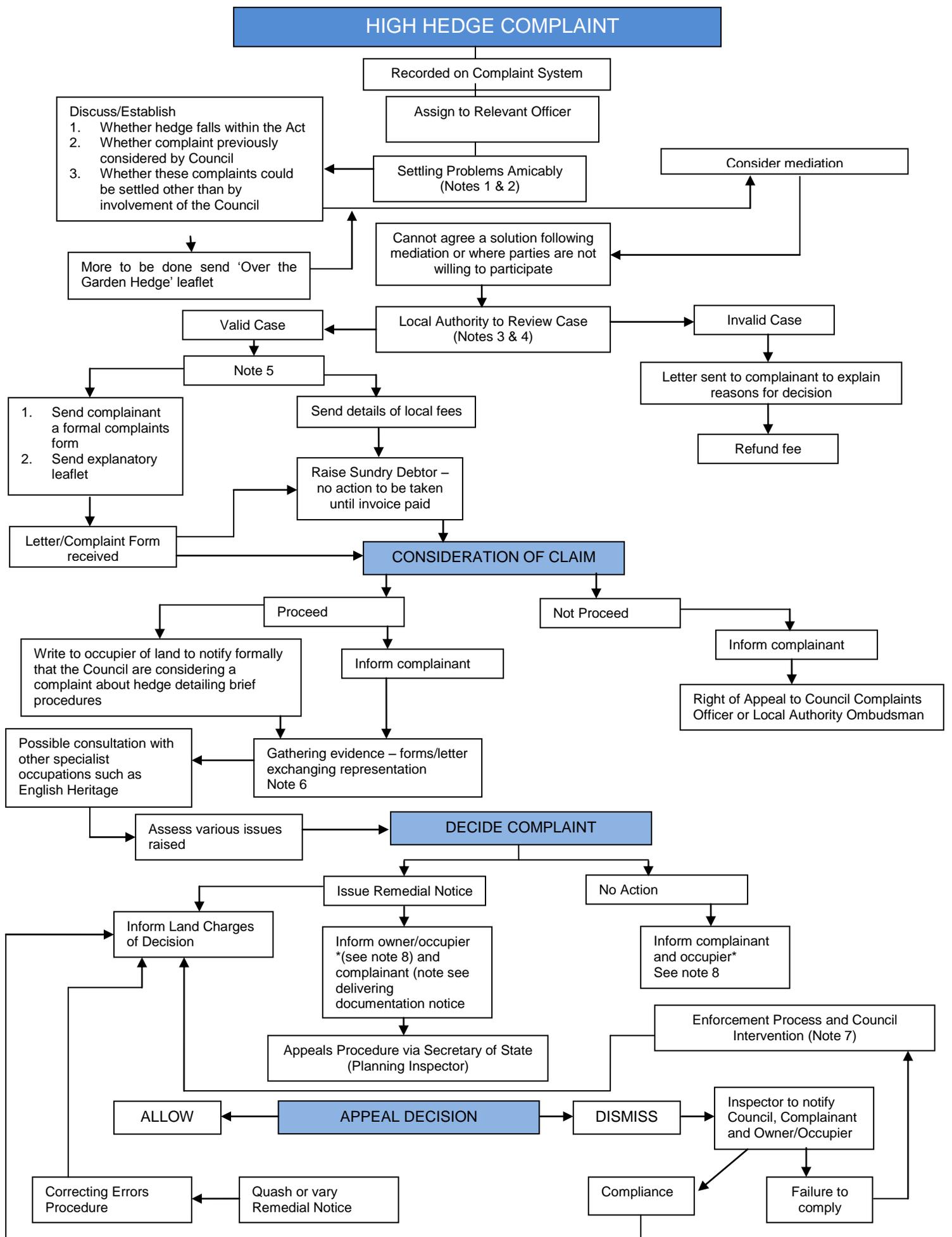
Contact for more Information: Andrew Busby, Estates Manger, Tel: 01884 234948
abusby@middevon.gov.uk

Circulation of the Report: Management Team and Councillor Neal Davey

Annex A

High Hedge Complaint Flowchart

1. The law requires people to have taken reasonable steps to try to settle their disputes for themselves before complaining to the Council.
2. Officers should advise on how to deal with neighbours in a way that is more likely to lead to an agreed solution.
3. Act as an independent and impartial third party.
4. Any complaint must relate to a high hedge and meet the definition.
5. When approached by someone wishing to make a formal complaint under the Act, provide the person with policy guidelines and a complaints form.
6. It is necessary to ask the owner/occupier to comment on the points raised and to provide additional information.
7. Councils have the power to enter land where the hedge is situated and carry out the works specified under the remedial notice and recover costs.
8. The Act requires the Council to notify the complainant and the owner of the land where the hedge is situated of their decision and the reasons for it, as soon as it is reasonably practicable. If they decide to issue a remedial notice, this must be copied to all parties. The Council should explain the rights of appeal against their decision and provide the contact details for the Planning Inspectorate.



DECENT & AFFORDABLE HOMES PDG 19 JULY 2016

PROPOSED CHANGES TO THE TENANCY AGREEMENT

Cabinet Member Cllr Ray Stanley
Responsible Officer Claire Fry, Housing Services Manager

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

RECOMMENDATION(S): To seek Cabinet approval for the Council to vary the terms of the tenancy agreement by serving a notice of variation to secure tenants in accordance with sections 102 and 103 of the Housing Act 1985.

Relationship to Corporate Plan: The provision of good quality housing in the public sector is a priority for the Council and the efficient management of Council homes will support this. 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, and help to ensure that the homes remain in good condition.

Financial Implications: The additional expenditure associated with meeting our statutory obligations as they relate to the review of tenancy agreements will be contained within existing budgets in the Housing Revenue Account (HRA).

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. .

Risk Assessment: It is good practice to review tenancy agreements on a regular basis to take account of changes to legislation, regulatory requirements, policy and good practice and to ensure that housing management staff can rely on a robust tenancy agreement which can be used to manage the housing stock efficiently and effectively.

1.0 Introduction

1.1 This report seeks Cabinet approval for the Council to vary the terms of the tenancy agreement by serving a notice of variation to 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 and gives feedback on the consultation carried out. **Appendix 1** contains a copy of the revised tenancy agreement.

- 1.2 The Council currently operates nine different tenancy agreements relating to introductory, secure and flexible tenancies. The revised tenancy agreement amalgamates these documents into one. 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. The review of all the tenancy agreements currently in use has meant that the conditions of tenancy in all the agreements can be amended, as appropriate, bringing them into line with new legislation, regulatory requirements, policy and good practice.
- 1.3 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 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.
- 1.4 Prior to implementation of the revised tenancy agreement, as part of the statutory consultation process, all current secure tenants were consulted on the proposed changes to the draft tenancy agreement. Under Section 105 of the Housing Act 1985, the Council had 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.
- 1.5 The relationship between the Council and its tenants is based on the provisions contained within The Housing Act 1985. The procedure for varying existing secure tenancies is contained in sections 102 and 103 of the Act. Section 102 provides that a secure tenancy agreement may be varied by agreement or by way of the procedure set out in section 103.
- 1.6 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.

2.0 Consultation undertaken

- 2.1 During the period 16 March 2015 to 11 May 2015, tenants were consulted on the review of the tenancy agreement using Facebook and Twitter to seek their views and ideas on what should be included, amended 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, if pictures were to

be used, the clause relating to Rent and Charges would be identified by a pound symbol (£), and that relating to ASB identified by a symbol showing a dog barking. The reply was in favour of introducing pictures.

2.2 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. The following suggestions were made:-

- 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 by controlling 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;
- To add a clause allowing the Housing Service to charge any tenant who, when making a repairs request, intentionally gives incorrect information to the call centre to increase the priority of the work, for any costs incurred, which may include an administration fee;
- To advise tenants that if the Housing Service carries out any work for them such as securing their home, or re-glazing, any costs incurred will be recharged.

2.3 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 were received.

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

2.5 Tenants Together approved the draft tenancy agreement at their meeting on 12 November 2015.

2.6 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 commenced in February 2016. 31 responses were received.

2.7 The Council served a Preliminary Notice on tenants in accordance with sections 102 and 103 of the Housing Act 1985. This took place week commencing 23 May 2016 and consultation ended on 26 June 2016.

2.8 Tenants were offered various ways to feedback comments on the proposed changes to the tenancy agreement. They could respond using social media such as Twitter or Facebook, or attend one of six drop-in sessions, request a home visit, or feedback by telephone, post or email.

2.9 During the Preliminary Notice consultation, 72 tenants or stakeholders made

comment on the proposed changes. Of these 72 tenants or stakeholders, 56 telephone calls were received which resulted in 5 home visits carried out, 1 Facebook response, 3 emails responses, 7 attended the drop in sessions and 5 letters received.

2.10 Of the 72 tenants or stakeholders who made contact:

- The majority of the telephone calls received were for information purposes, for example, to find out more about the consultation process and the reasons for it
- 9 tenants were concerned that they were being evicted. Each caller was re-assured that this was not the case
- 9 tenants did not understand the paperwork. Officers explained the purpose of the consultation and offered home visits if further information was required by the tenant
- 5 tenants requested further information relating to the Government's Pay to Stay scheme
- 3 tenants raised questions about the Council considering a move from a 48 to a 52/53 rent payment period
- 3 other tenants asked about succession rights
- 2 tenants did not want to have their tenancy agreement terms and conditions changed
- 2 tenants raised queries relating to fencing and/or seeking permission for such works to be carried out
- 2 tenants raised concerns about not being able to use the loft space for storage
- 2 tenants raised concerns about unannounced visits
- 1 tenant raised a query about the type of trees they could plant
- 1 tenant requested further information on recharges
- 1 tenant raised a query relating to succession rights arising from changes introduced through the Housing & Planning Act 2016. The tenant had previously raised a query about succession rights during the previous Section 105 consultation
- 1 tenant asked if they were responsible for treating ants
- 1 tenant raised concerns about tenants parking vehicles on gardens without a drop kerb or hard standing
- 1 tenant requested further information about being away from the property for more than a month
- 1 tenant asked how a proposed change to move from a 48 to a 52/53 week rent period would affect their direct debit payment
- 1 tenant queried how the Council dealt with noise nuisance
- 1 tenant raised concerns about grass cutting
- 1 tenant felt the tenancy agreement consultation was a waste of money
- 1 tenant felt offended that the tenancy agreement was asking tenants to be responsible pet owners
- 1 tenant queried about having a pet at a flat
- 1 tenant queried about looking after a pet in emergency cases
- 1 tenant asked if he needed retrospective consent for a dog
- 1 tenant queried whether a tenant could have laminated flooring at his property
- 1 tenant queried about seeking retrospective consent for storage of their mobility scooter

- 1 tenant raised concerns about vehicles blocking access for the emergency services
- 1 anonymous letter was received which raised concerns about fencing, gangs, anti-social behaviour and other services such as road sweeping and cutting of verges.

2.11 Each enquiry received was either acknowledged by letter, Email or through Facebook, or verbally during drop-in sessions, home visits or telephone calls.

2.12 Before making a decision on whether to take some or all of these changes forward and to vary the tenancy agreement, all representations made in response to the consultation exercises were considered.

3.0 Notice of variation

3.1 When the revised tenancy agreement is approved by Cabinet, 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 August 2016.

3.2 A copy of the new tenancy agreement will be issued with the Notice of Variation and it will come into effect twenty-eight days later. It is proposed that the new tenancy agreement will be implemented with effect from 3 October 2016. This will mean that all existing secure tenants will take on the new terms and conditions of the tenancy. Current introductory to secure tenants will take on the new terms of tenancy once their probationary period has ended. The Council will be able to offer all new flexible tenants the new version of the tenancy agreement. Existing flexible tenants will not be affected because they would have had to be consulted individually and such a large project would have had too great an impact upon resources.

4.0 Revised Tenancy Agreement

4.1 The current tenancy agreements have been reviewed to take into account changes in legislation, regulatory requirement, policy 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.

4.2 The revision of the tenancy agreement has also taken into account the following:

- New legislation 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;
 - New measures implemented through the Housing & Planning Act 2016 such as the Pay to Stay scheme which requires higher earning households to pay either nearly market rent or full market rent for the property they live in.

- Changes to the way some people receive benefits. Universal Credit started to be rolled out in Devon in November 2015. Tenants on low incomes in receipt of this benefit who are eligible to receive benefit for housing costs, will have this benefit paid directly to them or to a member of their household. The new agreement reinforces the message that it is still the tenant's responsibility to make payments to cover the rent charge.
- The Council considering a move away from charging rent over 48 weeks each year to charging rent over 52/53 weeks with effect from April 2017.
- The need to improve the layout of the agreement so that tenants should find it easier to read and understand.

- 4.3 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. Examples include: the Introduction and welcome to Mid Devon District Council, gas safety, information relating to the Government's Pay to Stay scheme and changes in the law.
- 4.4 A table has been included at the end of the revised 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.
- 4.5 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.
- 4.6 Members are asked to agree to the revised tenancy agreement. They are also asked to give approval for the Council serve a notice of variation which will inform the tenant of their new terms and conditions of tenancy agreement and the date on which the changes take effect.

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.

This tenancy agreement is used for:

- Introductory tenancies
- Flexible tenancies
- Secure tenancies

Your offer of tenancy letter will tell you which type of tenancy you have. The type of tenancy you have is also set out at **page 33** of this agreement.

An Introductory Tenancy is a probationary tenancy for a trial period of 12 months which can be extended by 6 months in certain cases. At the end of this period if we have not taken steps to obtain possession it will become either a Secure or Flexible Tenancy. Introductory tenants will be told which applies when they are offered the tenancy.

An Introductory tenant does not have as many rights as Secure tenants and does not have security of tenure as they have a probationary tenancy.

A Flexible Tenancy as provided under Section 154 of the Localism Act 2011 is for a fixed term. In the case of a Flexible Tenancy the length of the fixed term will be set out in the offer of tenancy letter and will also be set out in **page 33** of this agreement.

If you have a Flexible Tenancy we will begin to review the tenancy at least 6 months prior to the end of the fixed term in order to consider whether the tenancy should be renewed. Further information about this can be found at **clause 6.1.17** of this agreement.

A Secure Tenancy is a periodic tenancy and not a fixed term. As such there are no provisions for a review as to whether the tenancy should be renewed.

The type of Tenancy you have been offered will be explained. 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 also responsible for the actions of members of your Household and Visitors (including children) to your Property and the Locality. This means they too have to respect the terms and conditions of your Tenancy and if any of these are breached, this may impact on your Tenancy.

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 tenancy of the 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 to ensure that we provide a safe environment in a place where people want to live. We deliver a Housing Service that tailors its services to meet the diverse needs of individuals and we encourage and foster good relations with people when providing our services, to eliminate discrimination and to promote opportunity of equality.

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 out minor repairs yourself. We also have a range of policies which complement your Tenancy agreement. These can be provided on request or available to view on the Council's website.

At the back of this agreement, there is a list of definitions explaining some of the terms we use.

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.**

We hope you enjoy your new Property and have a happy experience being a tenant of Mid Devon District Council.

Section One

Rents and charges

1.0 Your rent and other charges

- 1.1 The rent amount and charges you must pay are set out in **page 33** of this agreement. Charges may include, but are not limited to, water, sewerage, heating, and charges for support services.
- 1.1.2 You must pay the rent and charges weekly in advance on every Monday unless we inform you otherwise. Because we collect rent and charges for 48 weeks in the year there are some weeks where you will not have to pay rent and charges. We will tell you those weeks when you don't have to pay otherwise you must pay. Those weeks we decide you don't have to pay we call "rent free weeks". If your account is in arrears you must continue to pay during the rent free weeks. With effect from April 2017 we reserve the right to move to a 52/53 rent period where there will no longer be rent free weeks by giving you at least four week's written notice before any changes take effect.
- 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 Tenancy at risk.
- 1.1.5 If you receive any further services which we will charge you for, we will notify you of the charges when the service starts.
- 1.1.6 If you pay for an alarm service and fall behind with payments and fail to make an arrangement plan to clear the arrears, we will terminate the service you receive. You will be responsible for finding an alternative provider.
- 1.1.7 If you have an insolvency arrangement in place, you must pay your rent/charges including any arrears. If you don't pay the insolvency arrangement this will not prevent us from seeking possession.
- 1.1.8 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.
- 1.1.9 If your rent account goes into credit, we may deduct any other debt owed by you to the Council from any money that we may owe you. This could include recharges, Council Tax or other sundry debts. We will check if you owe any money before refunding any credit. This is to ensure that you do not have any other debts with the Council.
- 1.1.10 We may vary the rent or other charges by giving you at least four weeks' written notice before any changes take effect. These charges may increase or decrease from time to time – usually once a year.

1.1.11 Changes in legislation may require higher 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 Debts from previous Homes

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

1.3 Household bills

1.3.1 You are responsible for paying Household bills, for example, Council Tax, water charges, sewage, electric, gas and any other outgoings whether metered or billed. We 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/ charges.

1.4.3 If you fail to pay your rent, where possible we will apply to the Department of Works & Pensions (DWP) 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 information 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/annoyance or carry out any illegal activities.

2.1.2 You must respect other people who live in your neighbourhood.

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 resolve differences peacefully. We expect you to try to resolve disputes with your Neighbours and to be tolerant of different lifestyles. You are encouraged to make use of mediation services to resolve any differences. In more serious cases, we will take the most appropriate action to resolve the situation.

2.2 Anti-social behaviour

2.2.1 In this Tenancy Agreement “Anti-social behaviour” means:

- conduct that has caused, or is likely to cause, harassment, alarm or distress to any person;
- 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, gender reassignment, marriage or civil partnership, pregnancy and maternity, religion and belief, 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, our Employees 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 pet(s)/animal(s) 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 nor 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 with or is likely to interfere with the security or safety of equipment or vandalise or cause damage, deface, or write graffiti on any Property or structure we own. 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; or
- storing or distributing racial, offensive or illegal material.

2.3.2 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

2.5.1 You must not abuse, assault, threaten, harass or obstruct our Employees, 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 condition that prior to the grant of this Tenancy, you have made in respect of any previous accommodation occupied by you, whether provided by us or not, full disclosure to us in writing about any complaints made against you that you have behaved in an anti-social manner or been a nuisance to former Neighbours or those in the neighbourhood or committed any incident of Tenancy fraud.

2.6.2 If we find out that you have not made full disclosure of any relevant information under **clause 2.6.1** 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 **page 32** of this 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 must not take in Lodgers if you have an Introductory Tenancy.

3.4 Subletting

- 3.4.1** You must not sublet part of the Property without our Written consent if you are a Secure or Flexible tenant.
- 3.4.2** You must not sublet or part with possession of the whole of the Property if you are a Secure or Flexible tenant.
- 3.4.3** 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.
- 3.4.4** Under the Prevention of Social Housing Fraud Act 2013, a Secure or Flexible tenant will commit an offence if he sub-lets the whole or part of the property such that the property is no longer his only or principal Home and he knows that this is contrary to the express or implied terms of his tenancy (s.1(1)). An offence will also be committed if the tenant dishonestly and in breach of an express or implied term of the tenancy sublets or parts with possession of the whole or part of the property and ceases to occupy it as his only or principal Home (s.1(2)).
- 3.4.5** You must not sublet or part with possession of the whole or any part of the 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 main 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 must keep your Property, including any garages and outbuildings, in a clean and tidy condition and in the same condition as at the start of the Tenancy (except for fair wear and tear). It must be kept free from excessive build-up 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** If we need to undertake any repair or Improvement works to your Property, you must provide our Employees, 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. You must contact us in advance of any appointment if you anticipate you will have difficulties in complying with this clause.
- 3.6.4** You must not use or enter any loft space of the Property without our Written consent. We accept no liability for personal injury or damage to your property should you use or enter the loft space without our consent. If you enter or use the loft space and cause damage including to any services such as electrical cables, water pipes, insulation, ceilings, the Solar PV Panel System you must pay the costs of repairs or replacement.

- 3.6.5** In exceptional circumstances, we may give consent for you to use the loft space but you must obtain our Written consent.
- 3.6.6** You are required to:
- provide a smoke-free environment when our Employees, are visiting or working in your Property. You will extinguish any cigarettes lit when we visit;
 - remove any dogs from the room our Employees 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 the Council). Failure to do so may cause damage or inefficient running. You should not burn any plastics, food, pet(s)/animal(s) waste, recyclable material or timber that has been painted or treated with a preservative.
- 3.6.7** You must not interfere with any property that belongs to a gas, electricity, water or phone company or a supplier of other similar services.
- 3.6.8** You must not set light or launch any sky lanterns from the Property.
- 3.6.9** 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. We can provide a service for treatment of pest control for a charge. Please speak with the Housing Service for further advice.
- 3.6.10** 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. If we give you permission and the business creates a nuisance or annoyance we reserve the right to withdraw our permission giving you twenty eight days' notice. You must then cease to run the business from your Home.
- 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 (except in a designated bin), Household furniture, appliances, scrap materials, Vehicle parts, in your Garden area,;
 - give your Neighbours fair consideration whenever you light bonfires in your Garden;
 - not do anything to encourage pests or vermin into your 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 PV Panel or energy efficiency systems.

3.8.2 If you want to plant a tree on 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.

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

3.8.4 You must not remove any trees or boundary hedges without our consent.

3.8.5 You must not erect fencing or plant hedges or trees in areas which 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 or 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. Any fencing with written consent 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 which 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 in these areas;
- leave any items or articles within or on Communal areas ;
- fly tip on Communal areas –fly tipping is an offence and we will prosecute
- wedge open any Communal doors;
- litter, dirty or allow any pet(s) to foul in Communal areas;
- allow dogs to be off the lead when in Communal areas;
- store harmful or explosive materials in your 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 designated facilities are provided;
- tamper, damage or deface any door entry system, emergency alarm equipment, smoke or carbon monoxide detectors, gas, electric or water supplies or meters, Solar PV Panel Systems, Communal aerials or damage any fire doors, escapes or lifts;
- smoke or drink alcohol in enclosed Communal areas;
- misuse the Communal area.

3.9.3 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 Communal areas. This includes, for example, installing hanging baskets or plant boxes.

3.10 Pets and Animals

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

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 ensure the following for any pet(s)/animal(s) you are allowed to keep at the Property:-

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

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, or to our Employees, or to cause damage to your Property or any other Council owned property. Examples of nuisance/annoyance include, but are not limited to, causing excessive noise or fouling.

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

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

3.10.7 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.

3.10.8 If you or a member of your Household requires a support dog, you must supply us with the relevant paperwork to show this pet(s)/animal(s) is required.

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

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

3.10.11 You must not look after someone else's pet(s) or animal(s) at the Property without our Written consent.

3.11 Vehicles and parking

3.11.1 You must 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 on a suitably constructed you hard standing, driveway or a garage with direct access from the highway and an appropriate dropped curb entrance;
- park or leave any motor Vehicle on Council land other than in an area set aside for parking
- park any trailer, caravan, boat, motor home, mobility scooter or similar on Council land other than in an area set aside for parking and with our prior Written consent;
- park any Vehicle which is untaxed, un-roadworthy or not insured at your Property or on any other Council-owned land;
- park any Vehicle that exceeds 2000kg unladen weight on your Property or on Council land;
- carry out major repairs to Vehicles on your Property. You are allowed to carry out general maintenance and repairs such as topping up windscreen washer fluid, oil or water, changing tyres, putting in a new sound system or changing windscreen wipers etc. but you must not cause a nuisance;
- keep any motor Vehicles (for example a motorcycle or moped) inside your Property, or in any indoor shared Communal area;
- sell, rent or give away any parking space or garage let to you;
- park in a designated disabled parking bay unless you have a valid blue badge; or
- abandon any unwanted motor Vehicle, caravan trailer or boat on any Council land. The Council reserves the right to remove any such Vehicle and recharge you the costs of its removal.

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

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, food caddies 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 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 Council land. You are responsible for making arrangements for the removal of such items. Fly tipping is an illegal offence and those responsible for it will be prosecuted.
- 3.12.6** You must not leave refuse or recycling boxes in enclosed Communal areas except where designated facilities are provided.

3.13 Being away from Home

- 3.13.1** If you leave your Property for more than twenty eight days, you must beforehand:
- inform us in writing of the dates you will be away and the contact details of you or those of someone else in the Locality who can deal with any emergency on your behalf; and
 - ensure the Property will be looked after and kept secure while you are away.

If you do not inform us when you are away, we may treat you as having parted with possession of the Property and take action to repossess 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.
- 3.14.2** We will not be liable for the actions of an independent contractor we instruct where he is negligent or in breach of any duty owed to you. We will ask that all contractors carry adequate insurance to cover third party damage.
- 3.14.3** You are responsible for insuring your own contents such as your personal belongings, furniture, carpets or decorations. We strongly advise you to take out your own home contents insurance cover.
- 3.14.4** 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, roofs, external walls and doors, window frames, internal walls, floors, ceilings, skirting boards, doors and door frames;
- gutters, drains, sewers and external pipes (except those adopted by a water company);
- service installations where originally fitted or adopted by us, such as those provided for the supply of water, gas, electricity (but not the Solar PV Panel System);
- sanitation wear, such as basins, sinks, baths, toilets and installations for room and water heating;
- the external decoration of your 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 and other installations provided by us, hallways, stairways, lifts and other common parts;
- hard wired smoke detectors and where installed, hard wired carbon monoxide and heat detectors and hard wired pull cord systems;
- pathways, walkways, hallways, balconies, passageways, alleys, garage access ways, steps or other means of access (that are owned by the Council).

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 that 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 are responsible for minor repairs and decorating inside the Property. 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 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, you must pay for any damage caused by you failing to tell us.
- 4.2.6** You must not steal or sell any goods from any property, building or grounds owned by us.
- 4.2.7** 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.
- 4.2.8** 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, and plugs for baths, basins and sinks;
 - replacing electrical fuses, light bulbs, electric plugs, fluorescent tubes and starters (except those in Communal areas), resetting trip switches;
 - repairing or replacing washing lines (unless you share them with other people);
 - clearing outside gullies;
 - repairing and maintaining the Garden (except Communal Gardens) including patios;
 - 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 by a suitably qualified person and meet current safety standards;
 - installing TV aerials (except Communal aerials), aerial sockets;
 - resetting heating time clocks or programmers;
 - keeping drains inside and outside your 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.
- 4.2.9** If you have a chimney flue and it is defective or blocked in any way you must report this to us without delay.
- 4.2.10** You are responsible for maintaining and servicing any appliance not provided or adopted by us and providing evidence of this when requested by the Council's appointed gas servicing engineer at their annual service visit.
- 4.2.11** You are responsible for repairing or renewing any Improvements that you have carried out, including associated items. Unless the work is minor repairs you must ask our consent in writing to carry out any such works.
- 4.2.12** 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 must provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide access.
- 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.
- 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** All tenant owned mains/Liquid petroleum Gas (LPG) appliances must be serviced annually at the tenant's own expense. They must supply evidence of this when requested by the Council's servicing engineer.
- 4.4.5** You must obtain Written consent from us if you 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.
- 4.4.6** You must not use as bedroom accommodation, any room where an open flued gas appliance is installed.

4.5 Access to your Property

- 4.5.1** You must allow us or our Employees access to the Property at all reasonable hours to carry out repairs, Improvements, planned programmes, gas servicing and any safety checks, to inspect its condition and to complete new Tenancy visits and Tenancy Home checks. If we believe there to be a risk of personal injury or a risk of damage to the Property or an adjoining Property or in order to comply with our statutory duties, you must allow us or our Employees immediate access to the Property. In these circumstances or if we consider there to be an emergency we will force entry into the Property if necessary.
- 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 unable to be present at the appointment, you are allowed to ask a responsible person to be present to act on your behalf. This person must be eighteen years old and above.
- 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. Examples of Improvements include:

- any structural change or alteration to your Property including the removal or replacement of any walls, the building of any parking space, garage, hard standing, patio, driveway, conservatory or similar structure;
- any erection of outbuildings, sheds, greenhouses, fencing, the replacement of a kitchen or bathroom suite, as well as any other internal or external alterations;
- the fitting of an aerial or satellite dish including CB aerials, radio masts to your Property or Communal area;
- any electrical, gas or heating installations or alteration including additional electrical circuitry (for example, showers, cookers or additional sockets);
- laying flooring such as laminated or wooden flooring.

Secure tenants must not make any Improvements, without our Written consent.

- 4.6.2** If you are an Introductory or Flexible tenant you must not make Improvements, 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 4.6.10 apply to Introductory, Secure and Flexible tenancies.**
- 4.6.4** You must submit requests to make Improvement **in advance and in writing** and you must support this with diagrams, drawings or plans as appropriate.
- 4.6.5** In respect of any Improvements to your Property, these become part of it and must be left when you vacate unless we agree otherwise.
- 4.6.6** You are responsible for repairing and maintaining all Improvements that you have had installed at your Property.
- 4.6.7** 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.
- 4.6.8** You must prior to carrying out any Improvements check with us to see if there is asbestos at your property. Where asbestos is identified and will be affected by your Improvements you must arrange for a qualified asbestos removal service to dispose of the asbestos before

works are carried out. You must supply us with a certificate from the asbestos removal service prior to commencing work. All costs associated with this will be your responsibility.

4.6.9 You must seek written consent from us if you want to install CCTV at your Property. Where we grant consent due to the tenant experiencing serious anti-social behaviour, following resolution you must ensure that the CCTV is taken down.

4.6.10 Any works for Improvement we give consent for must be carried out in good and workman like manner.

4.7 Solar PV Panel System

4.7.1 **Clauses 4.7 to 4.7.21 are express terms of your Tenancy if Solar PV Panels have been installed at your Property.**

General Terms relating to the Solar PV Panel System

4.7.2 We or The Provider will maintain the Solar PV Panel System at your Property.

4.7.3 During the Feed in Tariff (FIT) Period, the Solar PV Panel System belongs to The Provider and is not part of your Property.

4.7.4 We or The Provider may connect the Solar PV 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 FIT.

4.7.6 Any electricity generated by the Solar PV 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 PV Panel System known as the inverter may use a small amount of electricity from the electricity supply in your Property and you will not charge us or the Provider for that electricity.

4.7.9 We or The Provider may at any time alter the Solar PV 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 PV Panel System.

4.7.11 In the event of the Solar PV Panel System or any part thereof failing and being uneconomic to repair or replace, the Solar PV Panel System can be left in situ until such time as it is economic to repair or replace or the Solar PV Panel System is removed.

4.7.12 The amount of free electricity that the Solar PV Panel System may generate and which may Be used by you may vary. Neither we nor The Provider are liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:

- us or The Provider carrying out repairs, works or alterations to the Solar PV Panel System or removing it from your 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 PV Panel System (Solar PV Panels may become less efficient with age);
- the Solar PV Panel System or any part thereof failing and being uneconomic to repair or replace; or
- any other reason.

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

Our obligations relating to the Solar PV Panel System

4.7.14 We will inform you if the Solar PV 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 PV Panel System in good repair and working order during the FIT Period.

Your obligations relating to the Solar PV 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 PV Panel System and to take meter readings (the inverter is usually installed in your loft space which means that we or The Provider may need access to your loft space from time to time).

4.7.17 You will not cause any damage to or interfere with the Solar PV Panel System (including any cables serving the same). You will be responsible for paying us or The Provider any costs incurred by us or The Provider in respect of any damage caused to the Solar PV Panel System. You are responsible for keeping a small amount of credit on any electric meters to allow the inverter to work correctly.

4.7.18 You will make sure that no trees or vegetation at your Property grow to overshadow the Solar PV Panel System.

4.7.19 You will make sure that nothing is constructed or erected at your Property, which overshadows the Solar PV 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 PV Panel System or any part of your Property to which the Solar PV Panel System is attached or in which it is contained.

4.7.21 You agree to use the electricity generated by the Solar PV Panel System for personal Domestic use only. You must not store any electricity generated by the Solar PV Panel System in large storage batteries (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and must not sell or attempt to sell any electricity generated by the Solar PV Panel System to anyone.

4.8 Right to compensation

4.8.1 At the end of the Tenancy, Secure tenants may have a statutory right to claim compensation from us for certain kinds of Improvements (specified in the legislation) that they make to the Property with our Written consent provided they are carried out after 1st April 1994.

4.9 General recharges

4.9.1 You must pay for the costs of making good any damage to the Property (including fixtures and fittings) or to other Council property caused by you or anyone instructed by you (including contractors) failing to take reasonable care.

4.9.2 If you make any unauthorised Improvements you must return your Property to its condition before the Improvements were made. You are liable for the cost of doing so. If you do not carry out the work within a period of time specified by us we may carry out the work and you will be liable for our costs.

4.9.3 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 for the issue of a warrant of execution or other legal power of entry, if this was due to something you have done wilfully or illegally, you must arrange for the damage to be repaired. You must do this within a required period of time or you will be recharged for the works to be put right.

Section Five

Other tenant rights

5.0 Assignment

5.1 If you have a Secure Tenancy or a Flexible Tenancy you must not assign your Tenancy except where permitted by law as follows:

- an Assignment By Way of Exchange provided we have granted written consent;
- an Assignment in pursuance of a Court Order made under Family Provision; or
- an Assignment to a Person Qualified to Succeed Secure/Flexible Tenancy.

5.1.2 If you have an Introductory Tenancy you must not assign or attempt to assign your Tenancy except where permitted by law as follows:

- a Court Order under the Family Provisions; or
- an Assignment to a person who is Qualified to Succeed Introductory tenancy.

5.2 Succession for Secure and Flexible Tenancies only

5.2.1 If you have a Secure or Flexible Tenancy on your death a person may succeed to the Tenancy if they are a Person Qualified to Succeed Secure/Flexible Tenancy.

5.2.2 Succession for Introductory Tenancies only

5.2.3 If you have an Introductory Tenancy on your death a person may succeed to the Tenancy if they are a Person Qualified to Succeed Introductory Tenancy.

5.2.4 Clauses 5.2.4 to 5.2.11 apply to Introductory, Secure and Flexible Tenancies.

5.2.5 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).

5.2.6 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.

5.2.7 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.

5.2.8 If a successor has succeeded to your Tenancy and there is an outright Possession Order in force, we can apply to the court for a warrant of possession after the date for possession. you or anyone who may succeed to the Tenancy are advised to speak with us for further advice.

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

5.2.10 If you pass away 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).

5.2.11 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. Rent will remain payable until the tenancy ends.

5.3 Right to buy

5.3.1 Secure and Flexible tenants have the right to apply to buy their Property, subject to conditions. Certain properties, such as Housing for Older people or adapted properties may be exempt.

5.3.2 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 Use and Occupation charge. We will charge you full rent throughout the Notice period.

6.1.3 If you are Joint tenants, any one of you can end the Tenancy by giving four weeks' written notice to quit.

6.1.4 Clauses 6.1.4 to 6.1.13 apply to Introductory, Secure and Flexible Tenancies.

6.1.5 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.

6.1.6 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.

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

6.1.8 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.

6.1.9 We are not responsible for any item that you, members of your Household, or Visitors leave 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.

6.1.10 We do not have to return your belongings or give you any 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 and also compensating the owner if required.

6.1.11 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 either we receive notice or we serve 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 by serving notice on the Public Trustee.

6.1.12 Your Property may be advertised on Devon Home Choice before you vacate.

6.1.13 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.

6.1.14 Clauses 6.1.14 to 6.1.26 apply to Flexible Tenancies only

6.1.15 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 sign the Notice of Termination otherwise it will be ineffective.

6.1.16 The Tenancy will terminate on the date specified in the notice 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.

6.1.17 The Council ending the Flexible Tenancy at the end of the Fixed Term

6.1.18 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 arrange another appointment or fail to supply us with the relevant information to enable us to 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.

6.1.19 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.

6.1.20 Ending the Tenancy during the Fixed Term of a Flexible Tenancy: Forfeiture

6.1.21 We may forfeit the Flexible Tenancy in any of the following circumstances:

- if any rent or any charge, 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 grounds for possession set out in the Housing Act 1985 as may be amended from time to time;
- if you cease to occupy our Property as your only or principal Home.

6.1.22 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.

6.1.23 Ending the Tenancy during the Fixed Term: Break Notice

6.1.24 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.

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

6.1.26 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 we 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;
- contact your utility suppliers that you are no longer living at the Property and ask to close your account including submitting final meter readings;
- ensure any Household appliances have been disconnected safely and meets legal requirements and includes certification when appropriate;
- return all gas and electric meter cards (you should do this at the time of returning your keys);
- provide us with your new address and contact number;

- make arrangements to re-direct your post;
- remove all your furniture and personal belongings from 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 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 the Property, including Communal door keys/fobs, to our offices by **10.00am at the latest, following the day** after the Tenancy ends. If you do not return the keys by this date and time you will be recharged the cost of replacing the keys and locks of the Property, as well as a further week's Use & Occupation charge.

6.4.3 Flexible tenants must return all keys for lockable doors and windows of the Property, including Communal door keys/fobs, to our offices by **10.00am at the latest, 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 Use & Occupation charge.

Section Seven

General information

7.0 Personal information

7.1 This agreement records information such as your name, national insurance number, Household details, 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 out 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 Household changes

- 7.3.1** You must notify of us of any permanent changes to your Household.

7.4 Court Orders

- 7.4.1** 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

7.5 National Fraud Initiative

- 7.5.1** 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.

7.6 Tenancy Fraud

- 7.6.1** 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 includes provisions that if you have committed Tenancy fraud, we can take legal action against you.

7.7 Consultation and information

- 7.7.1** 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.
- 7.7.2** **Clauses 7.7.2 to 7.7.5 apply to Introductory, Secure and Flexible tenancies.**
- 7.7.3** 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.
- 7.7.4** 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.
- 7.7.5** 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.

7.8 Changes to Flexible Tenancy terms

7.8.1 The Council can change the terms of the Flexible Tenancy after giving twenty eight days notice.

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).

Tenant(s)

National Insurance number

1		
2		
3		
4		

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 Tenancy for fixed term of 2 years

Flexible Tenancy for a fixed term of 5 years

Your 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
unless we take action to extend
or end your Introductory Tenancy

and this will end on

You must pay us the following **every week on time**.

Charge	Amount	Frequency
Rent		Every week
Service charge		Every week
Alarm charge		Every week
Other		Every week
Other		Every week
Total		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)

Signed **Date**

Print name

Signed **Date**

Print name

Signed **Date**

Print name

Signed **Date**

Print name

Signature on behalf of Mid Devon District Council, 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

Signed **Date**

Print name

Signed **Date**

Print name

Signature on behalf of Mid Devon District Council, 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:
Assignment By Way Of Exchange	Under s.92(1) of the Housing Act 1985 assignment of the Tenancy to another Secure/Flexible tenant or an Assured tenant of a Social landlord as part of an exchange of properties
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 with a special character or quality because of its architectural and/or historical importance
Council land	Land owned by Mid Devon District Council, including all estates or amenity, residential and permit holder car parks
Demoted Tenancy/Demoting the security of Tenancy	A Secure or Flexible Tenancy, which has rights reduced 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 our employees and any contractor, agent or anyone instructed by us
Evict or Eviction	This is when you are required to leave your Property. We will not Evict you without a Court Order
Family Provisions	A Court Order transferring the Tenancy 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)
Feed in Tariff (FIT)	Means the sums paid by energy companies and/or the government and/or any other buyer in consideration for the electricity generated from the Solar PV Panel System and/or the electricity which is exported to the grid or sold to any other buyer, and any other benefits that arise from the micro-generation of electricity by the Solar PV Panel System including carbon credits or CO2 savings
FIT Period	Means the period of twenty-five years from the date that the Solar PV Panel System is installed at the Property and is recognised under the MCS as satisfying the relevant equipment and installation standards and has been entered into the Central FIT Register by OFGEM
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, addition or extension to the Property

Introductory Tenancy	A Tenancy under Part 5 of the Housing Act 1996, which lasts for a trial period of twelve months which the trial period maybe extended.
Joint Tenancy	A tenancy granted to two or more (up to a maximum of four) people. East tenant is jointly and separately liable for the tenant's obligations in the tenancy agreement and the Council can enforce the tenancy obligations against all or one of the joint tenants in the agreement
Landlord, Council, we, Us, 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	<ul style="list-style-type: none"> Everyone living in the local area , including people who own their own homes and other tenants
Notice of Seeking Possession	A legal document that is served prior to taking possession action against a tenant
Notice period	The period of notice required by either party to bring the Tenancy to an end. This is normally four weeks' notice
Notice of Termination	<p>Notice of Termination of a Flexible Tenancy by tenant all Joint tenants must give notice for it to be effective</p> <p>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</p> <p>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</p>
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
Person Qualified to Succeed Introductory Tenancy	<p>A person who:</p> <ul style="list-style-type: none"> is qualified to succeed to the Introductory Tenancy on the death of the tenant
Person Qualified to Succeed Secure/Flexible Tenancy	<p>A person who:</p> <ul style="list-style-type: none"> is qualified to succeed to the Introductory Tenancy on the death of the tenant
Property or Home	The Property let to you under this agreement
Secure Tenancy	A Secure Tenancy under Part 4 of the Housing Act 1985 which is a periodic weekly Tenancy and not a Flexible Tenancy

Solar PV Panel System	Means any Solar PV Panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on your Property
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 PV Panel System and includes their successors in title
Vacant possession	The Property is unoccupied and empty of possessions
Vehicles	Includes: car, bus, lorry, motorbike, boat, caravan, trailer, scooter, motorised transport or similar
Visitors	People not living with the tenant but who come to the tenant's Property
Written consent	A letter from Us giving you permission/consent to do something. If you do need our consent we will ask you to put your request in writing
You or Your	You as the tenant of us and in the case of joint tenants any one or all of the joint tenants

Rights of tenants

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	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

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DECENT & AFFORDABLE HOMES PDG 19 JULY 2016

TENANCY INSPECTION POLICY

Cabinet Member Cllr Ray Stanley
Responsible Officer Claire Fry, Housing Services Manager

Reason for Report: To review the Tenancy Inspection Policy.

RECOMMENDATION(S): Cabinet approves the revised Tenancy Inspection 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 is required to make the best use of its housing stock which includes managing it efficiently and taking steps to prevent tenancy fraud to avoid any financial losses.

Legal Implications: In accordance with the Localism Act 2011, the Council is required to publish a clear and accessible policy which outlines its approach to tenancy management which includes reference to the prevention of tenancy fraud. The Council has a Tenancy Policy and uses tenant inspections as a means of preventing fraud.

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 can make the best use of the housing stock by carrying out regular tenancy inspections. The policy explains the purpose of carrying out tenancy inspections, the type of information collected during an inspection and the action that will be taken where concerns are raised.
- 1.2 The Tenancy Inspection Policy was approved at the meeting of the Decent and Affordable Homes Policy Development Group in July 2012. The policy is due to be reviewed by July 2016.
- 1.4 Tenants Together approved the draft Tenancy Inspection Policy at their meeting on 9 June 2016.
- 1.5 Cabinet is 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 the reasons the Council carries out regular tenancy inspections. This may be due to checking that the tenant is complying with the terms and conditions of the tenancy, investigating alleged tenancy fraud, unauthorised subletting or assignment.
- 2.2 The policy has been amended to give more clarity about how Officers will prioritise tenancy inspections. This may be due to:
- concerns that the property's keys have been passed to an unauthorised person and the tenant is allowing them to reside at the property;
 - complaints have been received from neighbours of frequent visitors; or
 - there has been communal damage to blocks of flats.
- 2.3 The section on household information has been updated to explain the type of information that will be collected during a tenancy inspection, i.e. details of household members, date of birth, gender, national insurance number and details of income.
- 2.4 The proposed changes to legislation relating to Pay to Stay may affect a number of tenants earning £30,000 or above. Obtaining income details will enable us to identify those tenants affected by legislative changes and will highlight where additional income may be generated by charging tenants appropriately. We will also offer advice and support to those affected by the changes.
- 2.5 The policy introduces a section on stock condition. This explains that tenancy inspections provide Officers with an opportunity to access a property including external areas such as gardens and outbuildings to check the condition. The policy highlights that where there is wilful damage or neglect to the property, the tenant will be recharged for such damage.
- 2.6 The policy highlights the terms and conditions of tenancy. It states that the tenant is expected to keep the inside and outside of the home, including garages and any outbuildings in a clean and reasonable condition and keep the garden in a well maintained condition, this includes cutting the grass and trimming hedges.
- 2.7 An additional section has been added to remind tenants that under the Prevention of Social Housing Fraud Act 2013, it is a criminal offence to sub-let or part with possession of social housing. It emphasises that the Council will take appropriate action to ensure that their properties are only occupied by those with a legal right to reside.
- 2.8 A section relating to safeguarding concerns has been included in the policy to highlight that a number of services of the Council, such as Housing play an important role in safeguarding and promoting the welfare of individuals as part of their day to day work. This is achieved through recognising welfare issues,

sharing information, making referrals and subsequently managing or reducing risks. It highlights that Officers are responsible for raising safeguarding concerns which have been brought to their attention with the Council's designated officer.

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

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Mid Devon District Council

Tenancy Inspection Policy

Policy Number: HSG v1.8

July 2016

DRAFT

Version Control Sheet

Title: Tenancy Inspection Policy

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

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

Date: **July 2016**

Version Number: v1.8

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: **July 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	13.5.16	
Tenants Together	9.6.16	
Management Team	5.7.16	
PDG		
Cabinet		

1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC), Housing Service approach to making the best use of public resources to ensure the housing stock is managed efficiently by carrying out regular tenancy inspections.

2. Scope

This policy explains the purpose of carrying out tenancy inspections, the type of information collected and the action to be taken when concerns are raised. This policy covers the following points and should be read in conjunction with the related documents as stated below:-

- Tenancy inspections
- Household information
- Stock condition
- Tenancy fraud
- Safeguarding concerns
- Data protection
- Service standards

3. Related Documents

- a. Tenancy Agreement
- b. Recharge Policy
- c. Tenancy Policy
- d. Allocations Policy
- e. Tenancy Home Check leaflet
- f. Safeguarding Children and Vulnerable Adults Policy

4. Definitions

The following definitions apply to this policy:

- **Tenancy inspection** – means the process of visiting a Council property to gather, check and record information about who lives there and the condition of the property
- **Household information** – means the information we collect about who lives in the household and their relationships to each other, dates of birth, national insurance numbers and gender information
- **Tenancy fraud** – involves a person obtaining a Council property by deception or continuing to claim to be living at a property when they have moved out and sublet it.

5. Tenancy inspections

- 5.1 The Council will visit properties in the housing stock regularly in order to carry out tenancy inspections. Regular inspections allow the Council to:-

- Check that tenants are complying with the terms and conditions of their tenancy;
- Investigate alleged tenancy fraud;
- Identify abandonment and non-occupancy of a property;
- Prevent unauthorised subletting or assignment;
- Identify concerns around property condition, such as potential health and safety risks such as hoarding and disrepair;
- Identify opportunities for service improvement and tenants who wish to become involved;
- Provide support to tenants;
- Increase customer profiling information; and
- Raise concerns about the condition of a property or safeguarding issues following an inspection.

5.2 Officers will make unannounced tenancy inspections at properties. The Officer will either carry out an inspection there and then provided the tenant consents, otherwise the Officer will give at least twenty four hours' notice of an inspection.

5.3 If a tenant is suspected of a breach to their tenancy, or they refuse access, or fail to cooperate, we will take enforcement and, where appropriate, legal action.

5.4 During a tenancy inspection, the Officer will obtain information about the household and inspect the property including external areas.

5.5 Officers will prioritise tenancy inspections where there is a concern:-

- That the property has been obtained using fraudulent information;
- That the tenant is not using the property as their only and principal home;
- The keys have been passed to an unauthorised person and the tenant is allowing them to reside at the property;
- The property is being sublet;
- The property is being allowed to be used for illegal or immoral purposes;
- That the property is in poor condition;
- There has been repeated requests for replacement keys;
- The tenant has failed to give access for the annual gas check;
- The tenant fails to respond to letters from the Council;
- About a lack of repair requests or concerns have been raised by contractors;
- Raised by a neighbour, including complaints of frequent visitors or communal damage in blocks of flats;
- Of overcrowding in a smaller property;
- There are rent arrears, payments being made by a non-tenant or there is a large credit on the rent account, which could indicate that the tenant has been absent from the property for a prolonged period; or

- The tenant has not declared that they are a high earner in accordance with legislation, i.e. Pay to Stay requirements.

The above is not an exhaustive list.

- 5.6** Officers will follow up any tenancy inspections where concerns have been raised. They will liaise with relevant agencies where appropriate. Where any breach of the terms of the tenancy agreement is identified, appropriate action will be taken.
- 5.7** Following a tenancy inspection, where applicable, Officers will refer tenants to the relevant agency for further support and advice.

6. Household information

- 6.1** During a tenancy inspection, Officers will review and update the information currently held about the tenant and their household members. Information collected will include:-
- Household details
 - Date of birth
 - Gender
 - National Insurance number
 - Income details of the tenant and/or spouse, civil partner or partner living at the property
- 6.2** The changes to legislation relating to Pay to Stay could affect a number of tenants. Officers will provide advice and support, if applicable.
- 6.3** During a tenancy inspection, the Officer will ask the tenant for sight of:
- Two forms of identification, one document should contain a photograph of the tenant such as a passport or driver's licence; and
 - Proof that the tenant lives at the property, such as an utility bill or bank statement.

7. Stock condition

- 7.1** Tenancy inspections provide Officers assess to the property including external areas such as gardens and outbuildings to check the condition.
- 7.2** Where a repair is identified as part of the tenancy inspection, these will be raised by the Officer conducting the inspection.
- 7.3** If a repair is required because of wilful damage or neglect to the property, the tenant will be charged for such repairs.
- 7.4** In accordance with the tenancy agreement, tenants are expected to:
- Keep the inside and outside of the home, including garages and any outbuildings, in a clean and reasonable condition; and

- Keep the garden in a well maintained condition, this includes cutting the grass and trimming hedges.

8. Tenancy fraud

8.1 Under the Prevention of Social Housing Fraud Act 2013 it is a criminal offence to sub-let or part with possession of social housing. We will take appropriate action to ensure that our homes are only occupied by those with the legal right to reside there.

9. Tenant obligations

9.1 In accordance with the tenancy agreement, tenants must always occupy their property as their only and principal home.

9.2 The tenant must allow us reasonable access to inspect the property.

9.3 If a tenant is planning to be away from the property for a period of more than one month, they must notify the Council of their return date and provide their contact details or those of someone who will act as an emergency contact. They will be expected to pay their rent on time.

9.4 Secure and flexible tenants are allowed to take in lodgers without permission. They can sublet part of the property provided they have sought permission to do so and do not live elsewhere.

10. Safeguarding concerns

10.1 The Council is committed to ensuring that all children and vulnerable adults are protected and kept safe from harm whilst engaged in services organised and provided by them. A number of services such as Housing can play an important role in safeguarding and promoting the welfare of individuals as part of their day-to-day work, recognising welfare issues, sharing information, making referrals and subsequently managing or reducing risks.

10.2 The Housing Service has procedures in place to ensure that any reports or concerns relating to the protection of children and vulnerable adults are dealt with appropriately. Each frontline service has a designated person trained to deal with safeguarding issues.

11. Data Protection

11.1 All information collected as part of the tenancy inspection exercise will be processed in accordance with the provisions of the Data Protection Act 1998.

11.2 Information relating to the tenancy will be stored and maintained on the Council's information management system and will be available to Housing Service Officers to view as necessary. Occasionally, it will be shared with contractors who are authorised to carry out work or repairs on behalf of the Council.

12. Service standards

- 12.1** We are committed to the principles of openness and transparency and for this reason we will ensure that this policy is well-publicised. If there are any operational matters which impact upon our ability to operate this policy, we will ensure that appropriate information is given to tenants and other stakeholders.
- 12.2** Officers aim to visit all properties over a period of three and five years.
- 12.3** A standard tenancy inspection form will be used by Officers for all visits to ensure consistency of approach.
- 12.4** Photographs will be taken of tenants at sign-up appointments and will be downloaded onto the Council's housing management system.
- 12.5** New tenants will be made aware of tenancy inspections at sign up. We use a DVD to explain tenant responsibilities and rights to them. Links to the DVD are advertised on the Council's website.
- 12.6** We will publicise our approach to tenancy inspections via newsletters, leaflets, on noticeboards and elsewhere, as appropriate.

13. References

- Data Protection Act 1998
- Housing Act 1985
- Localism Act 2011

14. Equality and Diversity

- 14.1** 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.

15. Review

- 15.1** 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 July 2020 and every four years thereafter.

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DECENT & AFFORDABLE HOMES PDG 19 JULY 2016

FIRE RISK IN COMMUNAL AREAS POLICY

Cabinet Member Cllr Ray Stanley
Responsible Officer Claire Fry, Housing Services Manager

Reason for Report: To review the Fire Risk in Communal Areas Policy.

RECOMMENDATION(S): Cabinet approves the revised Fire Risk in Communal Areas 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 housing stock is a valuable asset and the Council is required to take steps to minimise fire risk to communal areas. Effective neighbourhood management enables the Council to identify any health and safety risks and to minimise claims arising from public liability claims.

Legal Implications: The contractual obligations of tenants are contained in the tenancy agreement. Individual leases set out the liabilities and responsibilities of leaseholders.

We have a duty to minimise fire risk in communal areas. Part 1 of the Housing Act (2004) requires local authorities to deal with identified or known hazards within residential properties. The Regulatory Reform (Fire Safety) Order 2005 requires us to carry out risk assessments which focus on escape routes which includes communal areas.

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 legislation. It provides a framework for staff which sets out how they are to manage fire risk in communal areas.
- 1.2 The Fire Risk in Communal Areas Policy was last approved at the meeting of the Decent and Affordable Homes Policy Development Group in February 2012. The policy was due to be reviewed by February 2016.
- 1.3 Tenants Together approved the draft Fire Risk in Communal Areas Policy at their meeting on 9 June 2016.
- 1.4 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 updated policy sets out how the Council will manage fire risks in communal areas within its housing stock. It identifies how it will monitor communal areas so they are kept free from obstructions and hazards to protect the health and safety of all users of its buildings.
- 2.2 The policy has been amended to provide more clarity on existing clauses relating to risk assessments, preventative measures, communal inspections and maintenance of communal areas.
- 2.3 The policy introduces a section on permission requests. This explains that the tenant is to seek written permission from us for any alteration to any communal area, such as hanging baskets from the building. It explains where we will not grant permission, for example anything which is combustible or poses a fire risk or causes obstruction.
- 2.4 An additional section has been included to reinforce the policy that a tenant must not cause an obstruction or fire hazard in a communal area. It highlights that we will investigate any misuse of the communal area and make every attempt to make contact with the owner of any items left in a communal area.
- 2.5 The policy emphasises that tenants must not leave items in communal areas when their tenancy ends. Tenants will be recharged for the cost of clearing and the removal of any items left behind.
- 2.6 In addition, the policy includes a section on mobility scooters which advises the tenant that a mobility scooter must not be stored or charged in communal areas. It also advises the tenant that if they plan to store a scooter inside their home, they must ensure there is sufficient space to store and secure it safely without blocking any fire escape routes.
- 2.7 The policy highlights that tenants, employees, contractors, agents or visitors are not permitted to smoke including e-cigarettes and other substance misuse in communal areas. This policy applies to all areas covered by the Smoke Free (Premises and Enforcement) Regulations 2006, these includes areas include stairs, hallways, landings or common rooms.

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

Fire Risk in Communal Areas Policy

Policy Number: HSG v2.4

July 2016

Version Control Sheet

Title: Fire Risk in Communal Areas Policy

Purpose: To review the Fire Risk in Communal Areas Policy in accordance with good practice and any changes in legislation.

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

Date: **July 2016**

Version Number: v2.4

Status: Review of Policy

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

Next review date: **July 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	13.5.16	
Tenants Together	9.6.16	
Management Team	5.7.16	
PDG Decent & Affordable Homes		
Cabinet		

1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC) approach to the management of fire risk in communal areas. The purpose of this policy is to reduce the risk of fire and to promote the safety of all who use communal areas within the Council's Housing stock.

2. Scope

This policy sets out how the Council aims to ensure that all internal and external communal areas are managed effectively and kept free from obstructions or hazards to protect health and safety of tenants and other users of its buildings. It covers the following points and should be read in conjunction with the related documents as stated below:-

- Fire risk assessments
- Communal inspections
- Preventive measures
- Permission requests
- Maintenance to communal areas
- Obstructions/hazards in communal areas
- The use of mobility scooters
- Smoking in communal areas

3. Related Documents

- a. Tenancy Agreement
- b. Pets and Animals Policy
- c. Tenant and Leaseholder Handbooks
- d. Recharge Policy
- e. Neighbourhood Management Policy
- f. Fire Risk Assessments

4. Definitions

A Communal area is any area that is not within the confines of the tenant's property. Such areas include stairs, stairwells, hallways, landings, common rooms, laundry rooms, boiler rooms, open areas and the entrance to the building.

A Tenant is a person who holds a Council tenancy with MDDC (and for the purpose of this policy includes leaseholders).

5. Fire Risk Assessments

5.1 The Council will carry out fire risk assessments in accordance with legislative requirements and good practice. These will be reviewed yearly or when additional works are completed, such as the installation of new equipment, replacement of doors or repainting of communal areas.

5.2 Copies of all risk assessments are available for inspection.

5.3 Where recommendations are made, for example to maintain and improve the fire safety of existing properties, the Council will liaise with outside agencies to seek guidance.

6. Communal inspections

6.1 As part of the Council's housing management functions, Neighbourhood Officers will ensure that all communal areas are inspected on a monthly basis. Any issues identified during the inspection will be actioned within reasonable timescales, recorded and monitored.

7. Prevention

7.1 Wherever possible, the Council will aim to prevent fire safety issues by educating tenants from the beginning of their tenancies and ensuring that support, advice and assistance is readily available.

7.2 The Council has a duty to ensure that the means of escape from a building or communal area are not obstructed, to ensure that tenants and visitors can exit safely in the event of a fire. Tenants and visitors must not leave items in communal areas which could increase the risk of fire, including arson, and/or block the means of escape. Where a fire occurs, smoke becomes a barrier and any obstructions may become trip hazards. Tenants must not leave doors open that will prevent unauthorised people entering the building and to minimise the spread of fire.

8. Permissions

8.1 Tenants are requested to seek written permission if they want to make an alteration to any communal area, such as placing hanging baskets or planters.

8.2 The Council will approve requests after taking into consideration that the alteration will not pose an obstruction or hazard.

8.3 The following items are not permitted:-

- Anything which is combustible or poses a fire risk. Barbecues are allowed in communal gardens provided they do not prevent the use of the garden by other tenants;
- Anything which prevents or significantly limits the use of shared facilities by other tenants;
- Plastic flowers and plants are not allowed;
- Anything which obstructs rubbish collection areas; and
- Anything which obstructs stairwells, hallways, landings, entrances, fire escapes and access routes.

8.4 Tenants will not be given permission to store the following items inside communal areas. Items include but not limited to: bicycles, prams, pushchairs, motorcycles, mobility scooters, mopeds, flammable liquids and gases, washing, clothing, furniture,

festive decorations, refuse, recycling boxes or caddies, charity bags, personal items, toys, gardening equipment or materials.

8.5 The following items will be permitted:-

- Door mats, providing it has a non-slip backing material, stuck to the floor, is in good condition with no curling edges and of a standard size. It must not be located at the top of the stairs. Rugs, runners and carpet will not be allowed;
- Small plants stored in ceramic pots which do not create a slip hazard when watered; and
- Small decorative items such as pictures on the condition they are approved by us and do not obstruct any means of escape.

9. Maintenance

9.1 The Council Caretaker's will carry out a 4-weekly cycle of communal inspections. They are responsible for completing minor repairs, checking fire door closers, testing fire alarms, checking appropriate signage is displayed correctly and working with tenants to keep communal areas clean and tidy.

9.2 Council Caretaker's will report any repairs that they are unable to undertake to the Repairs Team.

9.3 Where communal areas provide emergency lighting, smoke detectors, carbon monoxide detectors and electrical items, servicing of these items will take place in accordance with the Council's cyclical programme.

10. Obstruction/fire hazards in communal areas

10.1 Tenants should be able to access all areas of their homes, including communal areas and facilities within the block.

10.2 Where the Council is alerted to accessibility problems, hazards, obstructions or the misuse of communal areas, they will investigate further.

10.3 The Council will make every effort to trace the owner of goods left in a communal area. Letters will also be written to the tenant asking them to remove any items left in the communal areas.

10.4 If the Council is unsure who the owner is, a letter will be given to all tenants of the block of flats advising them any items that remain unclaimed will be disposed off. Each household will be charged a share of the cost of disposing the items.

10.5 If a tenant fails to remove their items from the communal areas by the required deadline, these will be removed and any costs incurred will be passed onto the owner.

10.6 Before removal of any goods a detailed record of all items will be made and photographic evidence taken. This will then be kept on file and a copy sent to the owner of the goods.

10.7 We will recharge a tenant who has left items in the communal area after the end of their tenancy.

11. Mobility scooters

11.1 Mobility scooters must not be stored or charged in communal areas. Mobility scooters can cause obstruction and become hazardous within these areas.

11.2 Mobility scooters may be stored inside the tenant's homes but it is their responsibility to first ensure that there is sufficient space to store the scooter and secure it safely. It must not block any fire escape routes.

11.3 The Council may not permit a tenant or visitor from using a mobility scooter in a communal building if, by their general disrespect for safety, they place at risk or injure/damage other persons or property.

11.4 The tenant is required to check that their home is suitable to house a mobility scooter.

12. Smoking

12.1 Tenants, employees, contractors, agents or visitors are not permitted to smoke tobacco, e-cigarettes and partake in substance misuse in communal areas. This policy applies to all areas covered by the Smoke Free (Premises and Enforcement) Regulations 2006. These areas include all communal areas such as stairs, stairwells, hallways, landings, common rooms, laundry rooms or boiler rooms.

13. Service standards

13.1 We are committed to the principle of openness and transparency and for this reason we will ensure that this policy is well-publicised. If there are any operational matters which impact upon our ability to operate this policy, we will ensure that information about this is given to tenants and other stakeholders.

14. References

- Regulatory Reform (Fire Safety) Order 2005
- Health and Safety Act 1974
- Housing Act 2004
- Smoke Free (Premises and Enforcement) Regulations 2006

15. Equality and Diversity

15.1 The Council will tailor its services to meet the diverse needs of individuals. They will foster good relations with people when providing services to eliminate discrimination and to promote equality of opportunity.

16. Review

This Policy has been written in line with good practice and current relevant legislation. Unless there are any changes to such legislation beforehand, the next review of this Policy is due July 2020 and every four years thereafter.

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DECENT & AFFORDABLE HOMES PDG
19 JULY 2016

CONVERSION OF COMMON ROOMS INTO LETTABLE UNITS

Cabinet Member: Cllr Ray Stanley

Responsible Officer: Head of Housing and Property Services – Nick Sanderson

Reason for Report: To advise members of the proposed 'change of use' of Common Rooms.

RECOMMENDATION(S): That the Cabinet recommends to Council the proposed 'change of use' of our Common Rooms.

Relationship to Corporate Plan: Housing - The 'change of use' of these common rooms will allow us to increase the number of lettable units within the council stock.

Community – The formation of a Community Centre will help encourage communities to support themselves

Financial Implications: The financial implications will be contained within the Housing Revenue Account. It is important to prioritise financial management of the HRA to ensure the all available funds are used to the best effect.

Legal Implications: It will be necessary to ensure that any work carried out address all the legal obligations the Council has as a Landlord for the housing estate.

Risk Assessment: The management of 3058 homes for some of our most vulnerable tenants contains many risks. These risks are managed at a service level through various risk assessment.

1.0 Introduction

1.1 The Authority currently has four commons rooms, three of these are within the Westexe area of Tiverton that are only a few hundred metres apart, and one in Cullompton.

1.2 The Tenants Together group were asked if they would like to undertake a full review of their use as it was felt that the rooms were underutilised and that better use could be made of these assets.

1.3 Surveys have identified that three of the four Common Rooms could easily be converted into lettable units, pending 'change of use' permission being granted.

2.0 **Tenant Consultation / Review**

- 2.1 The recommendations contained within this policy are fully supported by the Tenants Together Scrutiny Group.
- 2.2 Their review identified that room usage had strayed from the original intent, that they were underutilised in many cases, and also used by non-tenant organisations.
- 2.3 Due to the proximity of the three rooms in the Westexe area of Tiverton it was felt by the scrutiny group that the organisations using these rooms could easily be relocated into one central location freeing up the properties for conversion to lettable units.
- 2.4
- 2.5 The Common Room at Brewin Road Flats has a communal washing/drying room which is available for the tenants to use free of charge. They felt that although this facility is required due to the fact that there is no room in the flats for this sort of appliance, it should not be free and the tenants should be expected to cover the running costs.
- 2.6 The Common Room at Woolcott Way, Cullompton was rarely used and the site was unsuitable for this type of usage due to its location and lack of parking.
- 2.7 The Tenants Together scrutiny group have proposed the following changes to the way in which we currently manage our Common Rooms.
 - 2.7.1 Close three of the four common rooms and convert to flats.
 - 2.7.2 Keep the washing /drying room at Brewin Road but charge for the use of the facility in order to cover the running costs.
 - 2.7.3 Rebrand the Westfield Road, Tiverton Common Room as Westfield Road Community Centre.

3.0 **Proposals**

- 3.1 Close Brewin Road, Tiverton Common Room and convert it into a one bedroom flat.
- 3.2 Relocate the washing/drying room at Brewin Road, Tiverton to the rear of the building and install a chargeable meter system to ensure costs are recouped.
- 3.3 Close Woolcott Way, Cullompton Common Room and convert into a one bedroom flat with wet room facility
- 3.4 Close Broad lane Flats, Tiverton Common Room and convert to a one bedroom flat.
- 3.5 Refurbish and 'rebadge' Westfield Road Flats, Tiverton Common Room to become a new Community Centre.

3.6 Include the new Community Centre on the cyclical schedule for maintenance and repairs.

4.0 Implementation of the Common Room conversion

4.1 There are no additional resource implications as a direct result of this report.

5.0 Financial Context

5.1 Current Common Room Costings based upon Tenants Together review

	Broad Lane	Westfield Road	Brewin Road	Woolcott Way	Total
Electricity	489.50	152.80	457.49	411.28	1511.07
Gas	55.34	39.34	171.77	259.16	525.61
Water			577.62	48.91	626.53
Insurance	125.00	125.00	125.00	125.00	500
Cleaning	1284.92	1578.62	1578.62	376.12	4818.28
Gas Inspections	132.28	132.28	132.28	132.28	529.12
Maintenance	183.95	96.49	63.46	240.96	584.86
Health and Safety Inspections					0
Materials	90.87	90.87	90.87	90.87	363.48
Total Expenditure	2270.99	2124.53	3106.24	1593.71	9095.47
Income	120.00				120.00
Net Cost	2150.99	2124.53	3106.24	1593.71	8975.47

5.2 By closing the three underutilised Common Rooms and converting them to lettable units we are able to increase our rental income and reduce our cost accordingly.

5.3 By correctly managing and charging for the use of the remaining room, rebadging it as a Community Centre and launching it correctly we should be able to generate an income from its use to offset the running costs.

5.4 By charging for the use of the washing machine and tumble dryer facility, what is currently a free facility, we will be able to generate an income to cover the running costs.

5.5 Based on 100% occupancy it is envisaged that the following annual rent can be achieved from the new units:

- 5.5.1 1 Bed Flat at Brewin Road, Tiverton = £4,132
- 5.5.2 1 Bed Flat at Broadlane, Tiverton = £3,844
- 5.5.3 1 Bed Flat at Woolcott Way, Cullompton = £3,844
- 5.6 The refurbishment costs to create new lettable units has been estimated at:
 - 5.6.1 1 Bed Flat at Brewin Road, Tiverton = £11,500
 - 5.6.2 1 Bed Flat at Broadlane, Tiverton = £7,500
 - 5.6.3 1 Bed Flat at Woolcott Way, Cullompton = £9,500
- 5.7 The refurbishment cost to update the Westfield Road, Tiverton Common Room and create a Community Centre has been estimated at £3,500

Contact for more Information: Mark Baglow, Building Services Manager. Tel 01884 233011 or Nick Sanderson, Head of Housing and Property. Tel 01884 234960

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

DECENT & AFFORDABLE HOMES PDG
19 JULY 2016

VOID MANAGEMENT POLICY – SHELTERED HOMES DECORATION

Cabinet Member: Cllr Ray Stanley

Responsible Officer: Head of Housing and Property – Nick Sanderson

Reason for Report: To advise members of the revised Void Management Policy.

RECOMMENDATION(S): That the Cabinet adopts the revised Void Management Policy

Relationship to Corporate Plan: The Void Management Policy will be key to maintaining the councils stock within the parameters of the Decent Homes Standard.

Financial Implications: The financial implications will be contained within the Housing Revenue Account. It is important to prioritise financial management of the HRA to ensure the all available funds are used to the best effect.

Legal Implications: It will be necessary to ensure that the Void Management Policy addresses all the legal obligations the Council has as a Landlord for the housing estate.

Risk Assessment: The management of 3060 homes for some of our most vulnerable tenants contains many risks. These risks are managed at a service level.

1.0 Introduction

- 1.1 654 of the properties owned by the Housing Revenue Account were formally classified as 'Sheltered Accommodation' however this has since been reclassified as 'Accessible Housing'.
- 1.2 The change in designation has removed the minimum age criteria for allocation of these properties. It is possible that in the future in order to make the best use of the housing stock these properties may be allocated to persons under the age of 45, in recent months one of these properties was let to a 29 year old.
- 1.3 In the majority cases persons in their 50's and 60's are normally capable of carrying out internal decoration.
- 1.4 Throughout 2015/16 works were carried out to 227 void properties, 71 of these were designated as 'sheltered housing stock'.
- 1.5 Based upon our schedule of rates a total of £261,205 has been spent bringing 'sheltered housing stock' up to an acceptable standard in 2015/16, an average of £3,679 per property. It is estimated that of this £48,340 relates to decoration of the properties.

2.0 **Tenant Consultation**

- 2.1 The Housing 'Tenants Together' group have been consulted on this policy and their comments taken into consideration.
- 2.2 The 'Tenants Together' working party covered this topic in their previous 'Voids Review' and is very supportive of the recommendations.

Many of those on the Tenants Together group live in our sheltered stock and as such have first-hand experience of the topic. They felt that it was not unreasonable for the Council to expect a new tenant to decorate their new home, and in fact they felt that historically in most cases new tenants redecorate shortly after moving in whether we decorated or not.

3.0 **Proposals**

- 3.1 In order to reduce costs and counteract the constraints placed upon the Housing Revenue Account by the current financial climate, it is proposed that we no longer decorate sheltered /accessible housing stock, and apply the same principles to decoration as currently used for our general needs stock.

4.0 **Implementation of the Void Management Policy**

- 4.1 Other than the change to the decoration of 'sheltered housing stock' the original Void Management Policy remains the same to ensure that our void properties are let as soon as possible and to a reasonable standard.
- 4.2 There are no additional resource implications as a direct result of this policy.

5.0 **Financial Context**

- 5.1 Maintaining the Councils housing stock, including void properties, is the largest ongoing element of the Councils capital programme.
- 5.2 Within the annual budget there are sufficient monies to fund the current level of voids received each year.
- 5.3 It is envisaged that these changes to the way in which we currently work could reduce our void costs by approximately £176,980 over the next 4 years.
- 5.4 The physical decoration of 'sheltered housing stock' will be replaced with a decoration pack costing £60 and £65, dependent upon the property size.
 - 5.4.1 There were 68 sheltered properties decorated in 2015/16, of these 50 were 1 bedroom and 18 were two bedroom.
 - 5.4.2 The average cost to decorate a 1 bedroom sheltered property based upon our schedule of rates was £683, and the average price to decorate a 2 bedroom sheltered property was £787.
 - 5.4.3 The total cost to decorate sheltered voids throughout 2015/16 was £48,340

- 5.4.4 It is envisaged, should this proposal be accepted, that we would only need to decorate approximately 5% of the sheltered voids going forward, this would be due to being handed back in exceptionally poor condition or nicotine stained
- 5.4.5 It is envisaged that a saving of approximately £44,245 per year based on 95% of 2015/16 figures, could be made by no longer decorating sheltered properties.

Size	Number	Average Decoration Cost	Total	Decoration Pack Cost	Total	Saving
1 Bed	49	£683	£33,467	£60	£2,940	£30,527
2 Bed	19	£787	£14,953	£65	£1,235	£13,718

Contact for more Information: Mark Baglow, Building Services Manager. Tel 01884 233011 or Nick Sanderson, Head of Housing and Property. Tel 01884 234960

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

Mid Devon District Council

Building Services

Void Management Policy – DRAFT

July 2016 - Version2.0

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Policy Statement

This policy is to ensure that Mid Devon District Council (MDDC) has effective procedures in place to manage its empty stock quickly and efficiently.

As the Housing Revenue Account (HRA) is funded from the income generated by the rental of its stock, the Void Management Policy focuses on the requirement to reduce the length of time a property is empty.

The policy will ensure a forward looking and strategic approach to void management that will help to:

- Minimise rent loss through reducing the length of the void period and repair costs
- Set out MDDC's Housing Service Standard of Repair for Empty Properties ensuring that all staff, contractors and tenants are aware of exactly what condition the council expects of its empty properties
- Set in place systems for monitoring the standards of void properties and customer satisfaction with their new home

The policy, together with MDDC's Housing Service Tenancy Management and Repair policies will guide staff in ensuring that tenants are aware of their repair responsibilities and end of tenancy obligations.

It should be used in conjunction with the most recent housing needs survey and the allocations policy, to ensure that the stock is well used in a way that meets local demand in a fair and equitable way.

This policy will be reviewed on a bi-annual basis to ensure that its contents reflect current legislation and the latest examples of best practice in the field.

Ending tenancies

All tenants are required to give four weeks written notice terminating their tenancy which is effective from the Monday after the termination notice is received.

Tenancies always finish on a Sunday and keys must be returned to Mid Devon District Council by the time stated in the tenancy agreement.

Failure to return the keys by the time stated in the tenancy agreement will incur a charge as stated in the tenancy agreement. Where the keys are not returned at all, the cost of changing locks will be recharged to the outgoing tenant.

As part of the end of tenancy process the tenant will allow MDDC to carry out a pre-void inspection if requested.

The Council actively encourages tenants to leave the property and external areas in a clean and tidy condition as laid out in the tenancy agreement. When a valid notice of termination is received, all outgoing tenants will be reminded of their rights and responsibilities in relation to ending the tenancy. The Council will then arrange inspection of the property before the tenant moves out. This will enable the Housing Service to:-

- Agree any improvements which are eligible for compensation
- Identify any rechargeable repairs
- Identify and notify maintenance contractors of expected volumes of work to assist with forecasting and capacity planning
- Identify any factors which will be considered as part of offering the property for re-let, such as special adaptations

The outgoing tenant will be responsible for the full costs for clearing out the property and any other rechargeable repairs identified.

Any rechargeable repairs will be identified where possible during the pre-void inspection and the tenant made aware of their responsibilities regarding these. The outgoing tenant will be asked to sign the list of rechargeable repairs and this will be used as a checklist to ensure that their responsibilities have been met. The Council reserve the right to recharge the outgoing tenant for any rechargeable works that occurred after or that were not visible during, the pre-void inspection.

The tenant will also be informed by their Neighbourhood team about the status of their rent account and any sub accounts and required to make payments to clear any outstanding debt before the end of the tenancy. If the tenant is in arrears but is unable to clear them in full before the end of the tenancy, they will be required to make an affordable payment agreement to clear the debt. Failure to do so will mean that the tenant will be pursued for any monies owing through the courts. The outgoing tenant will be required to provide a forwarding address, as specified in their tenancy agreement.

Where it is suspected a property is abandoned the statutory procedures will be followed as detailed in our tenancy management procedures.

On becoming available for letting, the property will be offered to a potential new tenant with minimal delay in accordance with policies relating to the Devon Home Choice scheme and our own allocations policies.

Vacating Tenants

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

General Conditions:

- Provide a minimum of four weeks' notice of intention to move out
- Allow staff access to pre-inspect the property following an appointment

- Allow staff to show prospective tenants to view the property before it becomes void
- Have a clear rent account
- Return all the keys to the property as stated in the tenancy agreement
- Have all utility meters read before moving out. If key meters are fitted, leave the keys in the meters with no debts
- Provide a forwarding address
- Allow access to carryout minor repairs before you vacate the property

Cleaning and Clearing:

- Make sure that the garden is tidy and free of rubbish
- Remove all furniture, belongings and any rubbish from the property - including the loft, the garden, and sheds
- Leave the property in a clean condition – windows, floors, cupboards, worktops and all sanitary ware

Decorations / Fixtures and fittings:

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

Pre-Void Inspection

Any adaptations to the property, such as a flush-floor shower, wheelchair height kitchen cupboards and handrails etc. will be noted at this time. This information will be shared with both the Housing Options team and the Adaptations Officer, so that they are able to offer the property to an appropriate prospective tenant.

The outgoing tenant should put any queries regarding rechargeable repairs raised at the time of the pre-void inspection to the Building Services Manager via the complaints procedure.

Void Inspection

As soon as the property becomes void it will be re-inspected to confirm if the former tenant has:-

- Complied with all their end of tenancy obligations

It will also enable the inspecting officer to identify any repairs that may have been missed or hidden by furniture etc during the pre-void inspection that need to be recharged.

Repairs to Void Properties

The Council aims to identify and complete all necessary repairs to enable a property to be re-let as soon as possible.

All works undertaken in the property will be completed to the Void Standard (Appendix A), which has been agreed with our tenants, and to the Decent Homes Standard as laid out by the Government.

All properties will be issued with electrical and gas safety certificates in compliance with legal requirements.

To speed re-let times, repairs will be classified into two categories:-

1. Essential repairs that must be completed while the property is empty (including safety checks)
2. Non-essential or minor repairs that could be completed once the new tenant has moved into the property or prior to the outgoing tenant moving out. Any further damage to the property would be recharged back to the outgoing tenant.

The Council will ensure that properties are checked against the planned works programme to make the most cost effective use of resources. If a property falls into a geographical area where planned maintenance work is being undertaken, the property will be moved to the top of the planned maintenance list for these works to be completed as soon as possible.

Major repairs and any necessary Health and Safety works that would cause a high level of disruption to tenants or put their safety at risk, such as the removal of asbestos, and any damp or rot treatments will be completed prior to the start of the new tenancy.

Every attempt will be made to complete all repairs prior to the new tenant taking up their tenancy; however, in some circumstances minor, non-essential repairs will be undertaken once the tenancy has commenced. These repairs and the timescales for their completion will be agreed with the new tenant. In all cases, these will be charged to the voids budget.

All void properties must have had a gas and electrical check and have the necessary certificates in place before they can be deemed as ready to let. Copies of these are given to the new tenant as part of the sign up process.

Internal Decoration

The Council do not decorate properties before being let. It is the responsibility of the incoming tenant to decorate as they see fit.

Where the vacating tenant has left the property with bold or hard to cover colours, or there is significant smoke staining, consideration will be given to the need to apply one coat of obliterating emulsion prior to re-letting.

The Council will provide a 'Paint Pack' (Appendix B) to the new tenant in order to help them start to decorate their new home. The amount of paint provided will vary depending upon the size of the property.

Building Sustainable Neighbourhoods

All prospective tenants are provided with information about the property attributes, and local neighbourhood facilities prior to viewing.

When a prospective tenant has indicated their acceptance of a vacant property, the tenancy will commence as soon as possible after all essential repairs are completed. All tenancies start on a Monday.

All new tenants are given opportunity to feed back their satisfaction with the void management process and standard of the property when let. New tenants will be visited within the first 6 weeks of their tenancy commencing. In summary the purpose of this visit will be:-

- To welcome the tenant and give an opportunity for them to ask any questions, raise any concerns, follow up on any outstanding issues etc;
- To establish if they need any extra help setting up their home and Identify any support needs the tenant may have;
- To offer any advice about benefit that the tenant may be entitled to;
- To discuss rent payment options or delays with outstanding Housing Benefit payments
- To reinforce the terms of the tenancy agreement and the tenants' rights and responsibilities.

The sign up process and settling in visit has a significant impact on the sustainability of tenancies. The Council will ensure a range of supportive procedures and services are in place to ensure effective delivery.

Diversity Issues

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

Monitoring and Customer Involvement

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

Appendix A

Our Standard of Repair for Empty Properties

We aim to provide a high quality repairs service to all our tenants and we rely on your comments and suggestions to help us improve.

We want our new tenants to move into properties that are safe and secure, clean and in good condition.

All our empty properties will meet our statutory and contractual obligations and the government's Decent Homes Standard.

Generally:

Our properties will have:

- Clean, hygienic facilities for preparing food
- Sanitary ware that is clean, functioning and hygienic
- An efficient heating system that is safe and easy to use
- Good thermal insulation
- Modern UPVC double glazed windows
- A mains-powered smoke alarm
- A mains-powered carbon monoxide alarm (if property has gas or solid fuel heating)

Decoration:

You are responsible for all internal decorations.

Safety:

When you sign your tenancy agreement you will receive the following documents relating to your new home:

- Electrical test certificate
- Gas appliance safety certificate (if the property has a gas supply)
- Solid fuel appliance safety certificate (if fitted)

Gardens:

- If the property has a garden, all debris will be removed and grass will be 'rough cut'
- Fencing (if provided) will mark the boundaries of the property

Doors:

- External doors to the property will be secure with at least 2 sets of keys
- Security chains will be fitted to the front and rear doors

- All doors in the property will open and close easily

Internal Woodwork:

- All internal woodwork will be free from serious damage or decay
- All new woodwork will be primed ready for painting

Windows and Glazing:

- Windows that are designed to open and close will do so
- All glazing will be intact

Floors and Stairs:

- All solid floors and floor tiling will be free of cracks or other faults that may cause injury
- All floorboards will be sound and secured. (We cannot guarantee that floorboards will not have some slight movement or creaking)
- All parts of staircases will be secure and free from defects

Kitchen:

- If there is space in the kitchen, we will provide water and waste connections so that you can plumb in a washing machine. We will also provide a convenient power point below the worktop
- All kitchen units will be clean and in good condition
- Worktops will be clean and hygienic
- The kitchen sink top will be clean and in good condition
- All kitchens will have an electric cooker connection point (If the property has a gas supply, the kitchen may have a gas cooker connection as well)

Bathroom and Toilet:

- The property will have a clean, functioning bath (or shower) and a wash hand basin
- Each toilet in the property will flush properly and have a new seat fitted

Mains Service:

- The property will have an electricity supply that has been tested prior to letting and is safe
- If the property has a gas supply, all fitted appliances will have been tested for safety prior to letting

- The property will have a water stopcock that is easy to operate and in working order (we will tell you where it is when you sign your tenancy agreement)

Heating and Hot Water:

The property will have space and water heating that is safe and ready to use. We will give you a manual on how to use the heating system when you sign your tenancy agreement.

- All gas appliances (where fitted) will be safe and serviced within the last 12 months
- Any solid fuel appliances (where fitted) will be safe and serviced in the last 12 months
- All electric storage heaters (where fitted) will be tested and be safe

Energy Efficiency:

- All light fittings will have low energy light bulbs fitted
- Loft spaces will be insulated to current standards

Cleaning:

- The property will be clean and any rubbish and unwanted items left by the previous tenant will be removed
- If the property has a working chimney, it will be swept

External Condition:

- One and two storey properties will have the rainwater gutters cleared of any debris
- Chimneys, external brickwork, pointing, rendering and cladding will be checked for defects that could result in water penetration
- Front and rear paths will be safe without trip hazards
- Entrance gates and front fencing (where provided) will be sound and secure

Quality Control:

If the property that you have been offered does not meet this Standard please let us know as soon as possible.

Appendix B

Decoration Pack

Decoration Pack - 1 Bedroom Property

Decoration Pack - 2 Bedroom Property

Colour	Type	Qty	Unit
Brilliant White	Vinyl Matt	1	5 ltr
Magnolia	Vinyl Matt	2	5 ltr
White	Gloss	1	2.5 ltr
White	Undercoat	1	2.5 lt
Brush Cleaner	-	1	1 ltr
Brush	25mm	1	item
Brush	50mm	1	item
Roller + Tray	Plastic	1	item
Sandpaper	Sheets	1	Pack 5
Filler	Pack	1	Pack
Filling knife	50mm	1	item

Colour	Type	Qty	Unit
Brilliant White	Vinyl Matt	1	5 ltr
Magnolia	Vinyl Matt	2	5 ltr
White	Gloss	1	2.5 ltr
White	Undercoat	1	2.5 lt
Brush Cleaner	-	1	1 ltr
Brush	25mm	1	item
Brush	50mm	1	item
Roller + Tray	Plastic	2	item
Sandpaper	Sheets	1	Pack 5
Filler	Pack	1	Pack
Filling knife	50mm	1	item

Decoration Pack - 3 Bedroom Property			
Colour	Type	Qty	Unit
Brilliant White	Vinyl Matt	1	5 ltr
Magnolia	Vinyl Matt	3	5 ltr
White	Gloss	1	2.5 ltr
White	Undercoat	1	2.5 lt
Brush Cleaner	-	1	1 ltr
Brush	25mm	1	item
Brush	50mm	1	item
Roller + Tray	Plastic	1	item
Sandpaper	Sheets	1	Pack 5
Filler	Pack	1	Pack

Decoration Pack - 4 Bedroom Property			
Colour	Type	Qty	Unit
Brilliant White	Vinyl Matt	1	5 ltr
Magnolia	Vinyl Matt	3	5 ltr
White	Gloss	1	2.5 ltr
White	Undercoat	2	2.5 lt
Brush Cleaner	-	1	1 ltr
Brush	25mm	1	item
Brush	50mm	1	item
Roller + Tray	Plastic	1	item
Sandpaper	Sheets	1	Pack 5
Filler	Pack	1	Pack

Filling knife	50mm	1	item
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Filling knife	50mm	1	item
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DECENT & AFFORDABLE HOMES PDG JUNE 2016

HOUSING SERVICES ALLOCATIONS POLICY (Addendum)

Portfolio Holder Cllr Ray Stanley
Responsible Officer Nick Sanderson, Head of Housing & Property Services

Reason for Report: The Housing Services Allocations Policy has recently been adopted by the PDG, but it has been pointed out that we can no longer advertise properties as “Sheltered Accommodation”. Due to the withdrawal of funding for Supporting People, and the subsequent ending of floating sheltered housing support, it is prudent to review the definition of “Sheltered Accommodation”, as used by the Council.

“Definition Sheltered Accommodation - Block or scheme of accommodation that consists of self-contained bungalows or flats, with a warden who lives on or near the premises and/or an emergency alarm system.”

The Council no longer has any Sheltered Housing stock and therefore we need to redefine stock that was originally classed as Sheltered Housing for elderly persons. Amending the policy would enable the Housing Options team to allocate the accommodation to those who have a medical need for this type of home and make the best use of the Council’s housing stock to ensure that younger applicants with a medical need are not unfairly disadvantaged.

The addendum report sets out two changes to the current policy that is required to redefine our old stock from “Sheltered” to “Accessible Accommodation (Bungalows)”.

RECOMMENDATION(S): The Cabinet adopts the addendum to the Housing Allocations Policy

Relationship to Corporate Plan: The new corporate plan states that homes are a priority for the Council and that we will continue to manage our Council homes efficiently, by consider the impact of an aging population and help elderly people retain their independence and remain in their own homes.

Financial Implications: As the Council no longer holds Sheltered Accommodation any applicant under the age of 60 now has the ‘Right to Buy’ any accommodation that he/she has been living in for three or more years.

As a strategic housing authority, the Council has to make sure that registered providers make the best use of their stock in order to minimise the cost of meeting the statutory obligations to housing people within the District.

Legal Implications: Part VI of the Housing Act 1996 (amended by the Homelessness Act 2002 and the Localism Act 2011) deals with the allocation of social housing. By not following the legislation the Council may run the risk of being challenged under the ‘Right to Buy’ scheme.

Risk Assessment: As a landlord with retained stock, the Council has to let homes in its management in a fair, transparent and efficient way in accordance with the

regulatory framework operated by the Homes and Communities Agency (HCA). The Tenancy Standard sets out a number of expectations and failure to meet these could result in poor publicity and a lack of confidence in the Council as a landlord.

Contact for more Information: Mike Parker, 01884 234906

Circulation of the Report: Councillor Ray Stanley

Addendum to The Housing Allocation Policy - June 2016

Due to the withdrawal of funding for Supporting People, and the subsequent ending of floating sheltered housing support, it is prudent to review the definition of “Sheltered Accommodation”, as used by the Council.

Currently, Sheltered Accommodation is defined as a “Block or scheme of accommodation that consists of self-contained bungalows or flats, with a warden who lives on or near the premises and/or an emergency alarm system.”

The Council no longer has any Sheltered Housing stock and therefore we need to redefine stock that was originally classed as Sheltered Housing for elderly persons. Amending the policy would enable the Housing Options team to allocate the accommodation to those who have a medical need for this type of home and make the best use of the Council’s housing stock to ensure that younger applicants with a medical need are not unfairly disadvantaged.

It is proposed that the Council will classify the accommodation as accessible accommodation for the elderly or for those with a medical need and will take into account its location, size, design and other characteristics such as level entry showers, ground floor kitchen and bathroom extensions. It is proposed that the following two sections in the policy are amended to take account of the proposed changes. (Please note that the savings levels correspond with those set by Devon Home Choice and that this will be raised for discussion with other partners in coming months due to the fact that some elderly people might be able to resolve their own housing need in the private sector if they had assets or savings of up to £120,000).

The existing policy states the following at section 5.1.5:

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

Income Levels (LHA as of April 2015)		
Property Size	Max Income Levels	Assets/Savings
1 Bedroom	£33,372	£16,000
2 Bedroom	£41,796	£16,000
3 Bedroom	£49,464	£16,000
4 Bedroom	£64,620	£16,000
Sheltered Accommodation		
1 Bedroom	£33,372	£120,000
2 Bedroom	£41,796	£130,000

It is proposed that the section 5.1.6 is amended as follows:

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

Income Levels (LHA as of April 2015)		
Property Size	Max Income Levels	Assets/Savings
1 Bedroom	£33,372	£16,000
2 Bedroom	£41,796	£16,000
3 Bedroom	£49,464	£16,000
4 Bedroom	£64,620	£16,000
Accessible Accommodation (Bungalows)		
1 Bedroom	£33,372	£120,000
2+ Bedroom	£41,796	£130,000

The existing policy states the following at section 19:

19 Over 55s and Sheltered Accommodation

19.1 Sheltered properties have an age criteria set by the landlord who owns the scheme. Some properties are specifically developed for persons aged over 45 or 55 and will be prioritised to applicants over this age. In exceptional circumstances a younger person with particular support needs which are not able to be met elsewhere may be allocated such accommodation. This will be achieved via a direct let.

It is proposed to change section 19 to read as follows:

19 Accessible Accommodation (Bungalows)

The Council has a number of bungalows which were specifically developed for elderly people. They are especially suitable for this group of tenants due to location, size, design, heating system and/ or other features. MDCC will also give consideration to applicants, who may not be classified as elderly persons, with a medical need for this type of property, when allocating these properties, in order to make best use of stock. This is to ensure that younger applicants with a medical need giving them high priority for a move to alternative accommodation are not unfairly disadvantaged.

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

CABINET 4TH AUGUST 2016

Annual report on complaints, comments and compliments

Cabinet Member: Cllr Mrs Squires

Responsible Officer: Liz Reeves, Head of Customer Services

Reason for Report: Annual report on complaints, comments and compliments received as part of our 1.5 million contacts with customers in 2015/16

RECOMMENDATION(S):

- 1. To note the record of complaints, comments and compliments**
- 2. To note the recommendations on continued improvement on recording and responding to complaints.**

Relationship to Corporate Plan: To ensure that people have access to the services they need, particularly those on low incomes and those who are sick or disabled. People also need easy access to information about services at the right time and in the right place whether that is by telephone, digital or face-to-face.

Financial Implications: None

Legal Implications: None

Risk Assessment: Accurate recording and monitoring of complaints is good practice and ensures that we are open and accountable to all of our customers.

1.0 Introduction

1.1 The Council receives contact from customers in a variety of ways for all services. In 2015-16 we had 99,739 visitors to our offices for enquiries or to make payments, received 487,248 phone calls (in the call centre and direct to officers, this does not include calls received on mobile phones) and received over 843,725 emails. Digital contacts are increasing we received 29,053 on line forms, plus 800 planning applications via the portal and ** on line HB applications. Add to this contact by post and Facebook and Twitter, we received 1.5 million contacts from our customers during the year.

1.2 This report provides a summary of the number of complaints, compliments and comments received for each service from 1/4/2015 to 31/3/2016 that were recorded on the corporate Customer Relationship Management (CRM) system. An official complaint is recorded when a customer has been unable to resolve their issues with the service concerned or where the issue is more serious than a normal service request that can be resolved by officers as part of their day to day activities.

1.3 The Customer First team record many service requests and services also record customer contacts on their own ICT systems. These include routine

enquiries, requests for service and service failures that can be resolved quickly to the customer's satisfaction. Members are provided with performance statistics quarterly via Spar.net. A summary of calls logged on the CRM by Customers First for customers via the call centre is included at appendix 2.

- 1.4 All complaints, comments and compliments are recorded on the CRM in accordance with our corporate complaints policy. The name, address and contact details of the complainant, the nature of the complaint and the outcome of the complaint investigation are recorded. Statistics on the complaints, comments and compliments recorded in 2015-16 can be found at appendix 1. There was an increase in the number of complaints last year for waste due to changes to recycling collections and the introduction of the new chargeable garden waste service in October.

2.0 Performance statistics

- 2.1 Complaints are recorded on the CRM and, based on the information recorded, we are able to abstract the number of complaints raised as a level 1 complaint. These are investigated by the service manager. We are also able to abstract the number raised as level 2 complaints which are investigated by a member of Management Team.
- 2.2 The percentage of complaints that, as a result of investigation are up-held, is also recorded.
- 2.3 As a measure of how promptly we deal with the complaint we also record the percentage acknowledged within 3 working days and the percentage resolved within our agreed timescales. These two performance statistics are reported on Spar.net quarterly.
- 2.4 There has been an issue with reporting the number of acknowledged complaints for 2015/16. The CRM was upgraded in May 2015, not all services use the CRM regularly and as a result the new workflow has not been used correctly in some cases, this has affected the accuracy of the statistics during the year. Housing keep additional benchmarking data and can evidence that 100% of the complaints logged by them have been acknowledged within 3 days. This has increased the average from that reported on spar to 61%. A full manual check has not been possible for all cases.
- 2.5 The second target is to resolve 90% of all complaints within timescale and a detailed manual check was made of our records and this proved that 98% were resolved within the timescales agreed in our complaints policy, which is above target.
- 2.6 A review of the complaints monitoring system has been carried out and the problems identified in 2015-16 have been identified and an action plan put

together to improve recording and monitoring complaints. Details are in appendix 3.

3.0 What does feedback tell us?

3.1 As a result of investigations into complaints received, service managers have made changes to working practices; a record of these changes is also recorded. This is an excellent way to improve our services and respond to customer comments.

3.2 Compliments are fed back to staff and acknowledged by line managers.

4.0 Referrals to the Ombudsman complaints service

4.1 There were 11 complaints to the Ombudsman during 2015-16 .

4.2 A summary of complaints to the Local Government Ombudsman 2015-16 are provided at appendix 4.

4.3 The Local Government Ombudsman Annual Review letter 2016 is provided at Appendix 5.

Contact for more information: Liz Reeves (01884 234371 – lreeves@middevon.gov.uk)

Circulation of the Report: Margaret Squires, Simon Johnson, all management team.

Appendix 1

Feedback 1.4.2014 to 31.3.2015	Volumes - 14/15	2015/16
Complaints received	424	289
Invalid or withdrawn complaints	32	
Comments received	37	116
Compliments received	229	238
Total	722	527
Number of complaints at level 2	30	35
Number of complaints at level 2 upheld	8	4
Number of complaints at level 1 upheld	88	40
Number where a change was made to the service procedures as a result of the complaint	7	27

Service 2015-16 (27.5 to 31.3.16)	complaint	Comment	compliment
Building control			1
Cemeteries	3		
Car parks	2		1
Community alarms			1
Community development	2		
Council tax	6	1	1
Council tax Recovery	3		
Customer Services	12	6	17
Democracy and Members	1		
Dogs strays or fouling	3		
Elections	1		1
Environmental Services	4	1	
Fly tipping	1		1
Garden waste	12	20	
Grass cutting	2		
High hedges	1		1
Homelessness	2		1
Housing benefits	10	1	2
Housing repairs	71	24	156
Housing Tenancy (& other housing services)	31	2	13
Leisure	2		
Parks & Flower beds	1		
Planning	16		2
Pollution and noise	1		
Private sector housing	2		
Property services	3		1
Recycling	68	40	20
Refuse collection	27	21	9
Street cleansing	1		2
Trade waste	1		
Total from old system- all services			8
Total	289	116	238

NB: Leisure has its own complaints monitoring system, details are not recorded here.

MDDC Report: Annual report on complaints, comments and compliments

Customer First service request logged on the CRM via the phone 2015-16

Service	Volume
Abandoned Vehicles	95
Benefits	1,098
Building control	160
Building Maintenance	5,664
Bulky waste service requests (WEE and fridges)	727
Cadavers	41
Care services (service requests and reporting faults)	121
Car park faults	21
Clinical waste service requests	1,131
Communications logs from Media	
<ul style="list-style-type: none"> • Council tax Discounts General enquiries Moving home Payment queries (instalments, payment methods) Refunds Recovery Business rates 	533 2,267 2,586 1,543 610 193 98
<ul style="list-style-type: none"> • Dogs Dangerous dogs Dog Fouling Dog micro chipping Lost found dogs 	55 126 7 94
Street scene -Graffiti, flooding, pests, fixed penalty notice.	956
Electoral services	705
Environmental services	369
Fly Tipping	314
ICT	190
HR	104
Housing , tenancy, housing needs, other	1,329
Licensing	100
Parking permits	91
Payments (telephone & Web)	30,730
Planning & forward planning	569
Property services	196
Street cleaning requests	136
Trade waste	304
Waste & recycling - missed collections	
<ul style="list-style-type: none"> • Recycling & Refuse total recorded Includes total valid missed waste collections Includes total valid missed recycling collections • Waste & recycling general enquiries including garden waste • Collection day look up • Collect bin • Waste container sales • Garden waste permit sales (not including on line transactions) • Assisted collections 	3,467 472 1,294 14,380 1,041 2,937 259 3,795 179
Welfare assistance	340
Total	79,661

Switch board transactions and calls made direct to officer's extensions are not included in the table. Missed waste collections are those reported to Customer First over the phone.

Complaints review action plan 2016-17

Recommendations

1. Ensure services are logging complaints (in all cases).
2. Ensure services are acknowledging complaints within 3 working days.
3. Ensure the customer is notified if the complaint cannot be resolved in 10 working days and extend the deadline.
4. Ensure reporting data is accurate.
5. Ensure documentation relating to the complaint is stored securely and there is a clear audit trail.
6. Ensure letters include standard template paragraphs in relation to time scales, appeals etc. letters

To deliver the actions above:

- Training will be provided as required by Customer First team leaders.
- Customer Services will take a more active role in monitoring complaints to ensure customers are kept informed of progress and an accurate record of performance is maintained. Monitoring will be carried out weekly and reported on spar quarterly.

Ombudsman complaints

Appendix 4

	Authority	Category	Decision date	Decision
1	Mid Devon District Council	Planning & Development	7/7/15	Not upheld
2	Mid Devon District Council	Environmental Services & Public Protection & regulation	5/8/15	Not upheld
3	Mid Devon District Council	Housing	7/9/15	Advice given
4	Mid Devon District Council	Planning & Development	27/10/15	Closed after initial enquiries
5	Mid Devon District Council	NULL	28/10/15	Advice given
6	Mid Devon District Council	Planning & Development	19/1/16	Referred back for local resolution
7	Mid Devon District Council	Environmental Services & Public Protection & regulation	20/1/16	Not upheld
8	Mid Devon District Council	Housing	21/1/16	Closed after initial enquiries
9	Mid Devon District Council	Housing	8/2/16	Referred back for local resolution
10	Mid Devon District Council	Environmental Services & Public Protection & regulation	10/2/16	Closed after initial enquiries
11	Mid Devon District Council	Environmental Services & Public Protection & regulation	26/2/16	Closed after initial enquiries

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21 July 2016

By email

Stephen Walford
Chief Executive
Mid Devon District Council

Dear Stephen Walford,

Annual Review Letter 2016

I write to you with our annual summary of statistics on the complaints made to the Local Government Ombudsman (LGO) about your authority for the year ended 31 March 2016.

The enclosed tables present the number of complaints and enquiries received and the decisions we made about your authority during the period. I hope that this information will prove helpful in assessing your authority's performance in handling complaints.

Last year we provided information on the number of complaints upheld and not upheld for the first time. In response to council feedback, this year we are providing additional information to focus the statistics more on the outcome from complaints rather than just the amounts received.

We provide a breakdown of the upheld investigations to show how they were remedied. This includes the number of cases where our recommendations remedied the fault and the number of cases where we decided your authority had offered a satisfactory remedy during the local complaints process. In these latter cases we provide reassurance that your authority had satisfactorily attempted to resolve the complaint before the person came to us. In addition, we provide a compliance rate for implementing our recommendations to remedy a fault.

I want to emphasise that these statistics comprise the data we hold, and may not necessarily align with the data your authority holds. For example, our numbers include enquiries from people we signpost back to the authority, but who may never contact you.

In line with usual practice, we are publishing our annual data for all authorities on our website, alongside an annual review of local government complaints. The aim of this is to be transparent and provide information that aids the scrutiny of local services.

Effective accountability for devolved authorities

Local government is going through perhaps some of the biggest changes since the LGO was set up more than 40 years ago. The creation of combined authorities and an increase in the number of elected mayors will hugely affect the way local services are held to account. We have already started working with the early combined authorities to help develop principles for effective and accessible complaints systems.

We have also reviewed how we structure our casework teams to provide insight across the emerging combined authority structures. Responding to council feedback, this included reconfirming the Assistant Ombudsman responsible for relationship management with each authority, which we recently communicated to Link Officers through distribution of our manual for working with the LGO.

Supporting local scrutiny

Our corporate strategy is based upon the twin pillars of remedying injustice and improving local public services. The numbers in our annual report demonstrate that we continue to improve the quality of our service in achieving swift redress.

To measure our progress against the objective to improve local services, in March we issued a survey to all councils. I was encouraged to find that 98% of respondents believed that our investigations have had an impact on improving local public services. I am confident that the continued publication of our decisions (alongside an improved facility to browse for them on our website), focus reports on key themes and the data in these annual review letters is helping the sector to learn from its mistakes and support better services for citizens.

The survey also demonstrated a significant proportion of councils are sharing the information we provide with elected members and scrutiny committees. I welcome this approach, and want to take this opportunity to encourage others to do so.

Complaint handling training

We recently refreshed our Effective Complaint Handling courses for local authorities and introduced a new course for independent care providers. We trained over 700 people last year and feedback shows a 96% increase in the number of participants who felt confident in dealing with complaints following the course. To find out more, visit www.lgo.org.uk/training.

Ombudsman reform

You will no doubt be aware that the government has announced the intention to produce draft legislation for the creation of a single ombudsman for public services in England. This is something we support, as it will provide the public with a clearer route to redress in an increasingly complex environment of public service delivery.

We will continue to support government in the realisation of the public service ombudsman, and are advising on the importance of maintaining our 40 years plus experience of working with local government and our understanding its unique accountability structures.

This will also be the last time I write with your annual review. My seven-year term of office as Local Government Ombudsman comes to an end in January 2017. The LGO has gone through extensive change since I took up post in 2010, becoming a much leaner and more focused organisation, and I am confident that it is well prepared for the challenges ahead.

Yours sincerely



Dr Jane Martin
Local Government Ombudsman
Chair, Commission for Local Administration in England

Local Authority Report: Mid Devon District Council
For the Period Ending: 31/03/2016

For further information on how to interpret our statistics, please visit our website:
<http://www.lgo.org.uk/information-centre/reports/annual-review-reports/interpreting-local-authority-statistics>

Complaints and enquiries received

Adult Care Services	Benefits and Tax	Corporate and Other Services	Education and Children's Services	Environment Services	Highways and Transport	Housing	Planning and Development	Other	Total
0	0	0	0	3	0	3	4	1	11

Decisions made

				Detailed Investigations			
Complete or Invalid	Advice Given	Referred back for Local Resolution	Closed After Initial Enquiries	Not Upheld	Upheld	Uphold Rate	Total
0	2	2	4	3	0	0%	11

Notes

Our uphold rate is calculated in relation to the total number of detailed investigations.

The number of remedied complaints may not equal the number of upheld complaints. This is because, while we may uphold a complaint because we find fault, we may not always find grounds to say that fault caused injustice that ought to be remedied.

The compliance rate is the proportion of remedied complaints where our recommendations are believed to have been implemented.

Complaints Remedied

by LGO	Satisfactorily by Authority before LGO Involvement	Compliance Rate
0	0	100%

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CABINET 4 AUGUST 2016

FINANCIAL UPDATE FOR THE THREE MONTHS TO 30 JUNE 2016

Cabinet Member Cllr Peter Hare-Scott
Responsible Officer Andrew Jarrett - Head of Finance

Reason for Report: To present a financial update in respect of the income and expenditure so far in the year.

RECOMMENDATION(S): The Cabinet note the financial monitoring information for the income and expenditure so far for the 2016/17 financial year.

Relationship to the Corporate Plan: The financial resources of the Council impact directly on its ability to deliver the corporate plan; prioritising the use of available resources brought forward and any future spending will be closely linked to key Council pledges from the updated Corporate Plan.

Financial Implications: Good financial management and administration underpins the entire document.

Legal Implications: None.

Risk Assessment: Regular financial monitoring information mitigates the risk of over or underspends at year end and allows the Council to direct its resources to key corporate priorities.

1.0 Introduction

- 1.1 The purpose of this report is to highlight to Cabinet our current financial status and the likely reserve balances at 31 March 2017. It embraces both revenue, in respect of the General Fund and Housing Revenue Account, and capital and aims to focus attention on those areas which are unlikely to achieve budget. It is particularly important for next year's budget setting and, looking further ahead, with the medium term financial plan.
- 1.2 Favourable variances generating either increased income or cost savings are expressed as credits (negative numbers), whilst unfavourable overspends or incomes below budget are debits (positive numbers). This report only includes budget variances in excess of £10k as the purpose of the report is to concentrate on material issues that may require further investigation/action. Budget variances are expressed net of budgeted transfers to or from earmarked reserves, which were previously approved by Cabinet. A more detailed analysis will be provided with the final outturn report for the year.

2.0 Executive Summary of 2016/17

2.1 The table below shows the opening position of key operational balances of the Council, the forecast in year movements and final predicted position at 31 March 2017:

Usable Reserves	31/03/2016	Forecast in year movement	31/03/2017
	£k	£k	£k
Revenue			
General Fund – see note	(2,211)	202	(2,009)
Housing Revenue Account	(2,000)	0	(2,000)
Capital			
Major Repairs Reserve	0	(166)	(166)
Capital Receipts Reserve	(1,442)	362	(1,080)
Capital Contingency Reserve	(567)	285	(282)

3.0 The General Fund Reserve

3.1 This is the major revenue reserve of the Council. It is increased or decreased by the surplus or deficit generated on the General Fund in the year. This reserve held a balance of £2,211k as at 31/03/16.

3.2 The forecast General fund *deficit* for the current year is £202k as shown at Appendix A. The most significant *service* movements to date comprise:

- £226k spent on moving to the new Waste depot, including fit-out costs
- £155k forecast overspend on Leisure
- (£130k) additional Housing Benefit subsidy

3.3 The major variances are highlighted at Appendix B. The current incomes from our major funding streams are shown at Appendix C, whilst current employee costs are shown at Appendix D.

4.0 Housing Revenue Account (HRA)

- 4.1 This is a ring-fenced account in respect of the Council's social housing function. Major variances and proposed corrective action are highlighted at Appendix F.
- 4.2 Appendix E shows that the reserve opening balance is £2m. It is anticipated that any variance at year-end will affect the budgeted transfer to the Housing Maintenance Fund and so the HRA reserve balance should remain at £2m.
- 4.3 Overall, the HRA is forecast to overspend by £133k in 2016/17. The most significant items of the forecast overspend comprise the following.
- £109k of extra spend on works carried out this year that relate to the previous year's contract
 - £100k reduction in the major works carried out by the DLO in void properties and £25k reduction in electrical testing
- 4.4 There are budgeted revenue contributions to capital projects as follows for 2016/17.

Description	Budget £'000	Forecast Outturn £'000	Variance £'000
1 x Tipper Vehicle	24	24	0

- 4.5 The following works are expected to be funded from the Housing Maintenance Fund during 2016/17.

Description	Budget £'000	Forecast Outturn £'000	Variance £'000
Birchen Lane re-development	40	40	0
Palmerston Park	2,339	2,339	0
Queensway development	299	299	0
Burlescombe development	424	424	0
Stoodleigh development	223	223	0
	3,325		

In addition, £25k is planned to be spent on sewage treatment works and funded by an earmarked reserve.

5.0 Major Repairs Reserve

- 5.1 The Major Repairs Reserve had a nil balance at 31 March 2016. After this year's capital expenditure and funding of the Major Repairs Reserve the closing balance is forecast to be £166k.

6.0 Capital Programme

- 6.1 Capital projects by their very nature often overlap financial years. In some cases it is known from the outset that the construction of buildings may fall into 3 separate accounting years. The status of this year's capital programme is shown at Appendix G.
- 6.2 Committed and Actual expenditure is currently £6,372k against a budgeted Capital Programme of £15,710k. (Note this includes £7,669k of slippage rolled forward from 15/16). As projects often overlap financial years officers have given their best estimate of what is 'deliverable' in 16/17; this amounts to £11,333k. Committed and Actual expenditure will therefore be monitored against this & currently shows an uncommitted amount of £4,961k (£11,333k - £6,372k).
- 6.3 At this early stage in the year there are no forecast underspends / overspends for 2016/17. However there is a small amount of slippage predicted in relation to works required to maintain our council houses £166k and renewable energy related projects also associated with our housing stock £75k, these monies will be reprioritised for spending in 2017/18.

7.0 Capital Contingency Reserve

- 7.1 The Capital Earmarked Reserve has been set aside from Revenue to fund Capital Projects; the movement on this reserve is projected below:

	£k
Capital Earmarked Reserve at 1 April 2016	(567)
Funding required to support 2016/17 Capital Programme	285
Forecast Balance at 31 March 2017	(282)
	=====

8.0 Capital Receipts Reserve (Used to fund future capital programmes)

- 8.1 Unapplied useable capital receipts are used to part fund the capital programme, the movement on this account for the year to date is given below:

	£k
Unapplied Useable Capital Receipts at 1 April 2016	(1,442)
Net Receipts to date (includes 3 RTB's)	(177)
Current Balance	(1,619)
Forecast further capital receipts in year	(531)
Forecast capital receipts to be applied in year	1,070
Forecast Unapplied Capital Receipts c/fwd. 31 March 2017	(1,080)
	=====

- 8.2 Please note these balances on the Capital Contingency Reserve and the Capital Receipts Reserve are likely to be required to balance the MTFP that will be brought to the October Cabinet.

9.0 Treasury Management

9.1 The interest position so far this financial year can be summarised as follows:

Interest Receivable:

	Budget £k	Forecast outturn £k	Forecast variance £k
Investment Income Received	171	171	0
Interest from HRA funding	54	54	0
Total Interest Receivable	225	225	0

10.0 Conclusion

- 10.1 Members are asked to note the revenue and capital forecasts for the financial year. This report only covers the first quarter, which is early to identify end of year positions. Cost pressures and income trends will become more apparent as we progress through the year.
- 10.2 The Finance team have already commenced working on the 2017/18 budgets and are working with service managers to produce proposals for the policy development groups in the Autumn. As emerging trends develop in the current year any future impacts will be factored into next years figures.

**Contact for more
information:**

Andrew Jarrett, 01884 23(4242),
ajarrett@middevon.gov.uk

Circulation of the Report:

Cllr Peter Hare-Scott, Management Team

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**GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE
PERIOD 01 APRIL TO 30 JUNE 2016**

			2016/17 Annual Budget	Full Year Forecast (0 = On budget)	Variance
Com	General Fund Summary	Note	£	£	%
	Cllr C J Eginton				
CM	Corporate Management	A	1,139,580	(36,000)	-3.2%
LD	Legal & Democratic Services: Member/Election Services	B	579,870	(29,000)	-5.0%
	Cllr N V Davey				
CP	Car Parks	C	(616,390)	0	0.0%
ES	Cemeteries & Public Health	D	(47,610)	28,772	-60.4%
ES	Open Spaces	F	54,800	0	0.0%
GM	Grounds Maintenance	E	562,130	(36,530)	-6.5%
WS	Waste Services	H	1,775,510	313,000	17.6%
	Cllr C R Slade				
CD	Community Development	I	414,980	33,210	8.0%
ES	Environmental Services incl. Licensing	D	552,870	0	0.0%
IT	IT Services	Q	879,310	21,400	2.4%
PR	Planning - Land charges	Q	(24,600)	(5,000)	20.3%
RS	Recreation And Sport	J	(82,410)	155,000	-188.1%
	Cllr P H D Hare-Scott				
FP	Finance And Performance	K	680,960	0	0.0%
RB	Revenues And Benefits	L	266,600	(130,000)	-48.8%
	Cllr R L Stanley				
ES	ES: Private Sector Housing Grants	D	165,720	(4,000)	-2.4%
HG	General Fund Housing	M	232,470	0	0.0%
PS	Property Services	G	272,580	1,920	0.7%
	Cllr R J Chesterton				
CD	Community Development: Markets	I	(3,410)	20,000	586.5%
PR	Planning And Regeneration	N	741,670	267,028	36.0%
	Cllr M Squires				
CS	Customer Services	O	860,060	0	0.0%
ES	Environment Services - Public Health	D	74,990	0	0.0%
HR	Human Resources	P	479,310	0	0.0%
LD	Legal & Democratic Services: Legal Services	B	215,730	0	0.0%
	All General Fund Services		9,174,720	599,800	6.5%
	Net recharge to HRA		(1,265,490)	0	
IE260	Interest Payable		146,030	0	
IE290	Interest Receivable on Investments		(171,000)	0	
	Interest from Funding provided for HRA		(54,000)	0	
	New Homes Bonus Grant		(1,831,460)	0	
	Sundry Grants		0	0	
ABFGF	Statutory Adjustments (Capital charges)		400,720	0	
TREMR	Net Transfer to/(from) Earmarked Reserves	APP B	2,169,990	(397,818)	
	TOTAL BUDGETED EXPENDITURE		8,569,510	201,982	2.4%
	Formula Grant		(2,973,150)	0	
	Rural Services Delivery Grant		(463,810)	0	
	Transitional Grant		(31,630)	0	
	Council Tax		(5,092,690)	0	
	Collection Fund Surplus		(8,230)	0	
	TOTAL BUDGETED FUNDING		(8,569,510)	0	0%
	Forecast in year (Surplus) / Deficit		0	201,982	
	General Fund Reserve 01/04/16			(2,211,035)	
	Forecast General Fund Balance 31/03/17			(2,009,053)	

GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 JUNE 2016

Note	Description of Major Movements				Full Year Forecast Variation (Net of Trf to EMR)
A	Corporate Management				
	Pension backfunding costs are less than budgeted				(35,000)
	Minor variances				(1,000)
					(36,000)
B	Legal & Democratic Services				
	Individual Electoral Registration - unbudgeted grant funding received				(29,000)
					(29,000)
C	Car Parks				
					0
D	Environmental Services combined				
	Redundancy costs for the Bereavement Services Manager				28,772
	Private Sector Housing salary underspend due to vacant posts				(4,000)
					24,772
E	Grounds Maintenance				
	Redundancy costs for the Grounds Maintenance Manager - part offset by Salary underspends				30,470
	Salary underspends due to vacant posts				(76,000)
	Agency costs overspend				9,000
					(36,530)
F	Open Spaces				
					0
G	Property Services				
	Reburishment of the toilets at the Town Hall - funded from EMR (see below)				11,920
	Salary savings due to vacant posts for part of the year				(10,000)
					1,920
H	Waste Services				
	Refuse - vehicle repairs, running aged fleet until replacement need is known				25,000
	Trade waste - hire of vehicle				20,000
	Trade waste - landfill disposal costs higher than anticipated				12,000
	Increase in rent costs for the new depot				30,000
	Moving and fit out costs for the new waste depot (see ear marked reserve)				226,000
					313,000
I	Community Development				
	Market Income - Market Manager actively seeking new traders, however footfall in Tiverton is down				20,000
	Grant spend (covered by Seed Fund ear marked reserve)				12,000
	Salary costs for additional post of Grants and Funding Officer (see ear marked reserve)				21,210
					53,210

GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 JUNE 2016

Note	Description of Major Movements	Full Year Forecast Variation (Net of Trf to EMR)
J	Recreation And Sport	
	All sites: Overhead overspend (various including new equipment and event supplies)	20,000
	All sites: Income year end under target	72,000
	All sites: Salaries overspend (various including management restructure)	63,000
		155,000
K	Finance And Performance	
		0
L	Revenues And Benefits	
	Housing Benefit Subsidy	(130,000)
		(130,000)
M	General Fund Housing	
		0
N	Planning And Regeneration	
	Grant spend (covered by High Street Innovation Fund ear marked reserve)	43,308
	Salary costs for the Town Centre Manager post (see ear marked reserve)	42,720
	Building Control: Salary savings bet of ECC plan checking	(24,000)
	Development Control: Salaries	(15,000)
	Development Control: Consultancy costs	30,000
	Development Control: Fees & Charges net of future large applications	40,000
	Fwd Planning: Proposed Greater Exeter Strategic Plan agreed by Cabinet X/XX	70,000
	Fwd Planning: Flood modelling work, Cullompton Jn 28	80,000
		267,028
O	Customer Services	
		0
P	Human Resources	
		0
Q	I.T. Services	
	Increase in annual Microsoft licence fee	18,600
	Aerial photography carried out every 3 years (covered by ear marked reserve)	2,800
	LLC: above budget expectation on income	(5,000)
		16,400
	FORECAST (SURPLUS)/DEFICIT AS AT 31/03/17	599,800

Cabinet	(48,600)
CWB	325,238
D&AH	0
MTE	303,162
ECON	20,000
	599,800

GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 JUNE 2016

Note	Description of Major Movements	Full Year Forecast Variation (Net of Trf to EMR)
Net Transfers to / from Earmarked Reserves		
CD	Community Development	
	Grant spend from Seed Fund earmarked reserve released	(12,000)
	New Homes Bonus monies earmarked for additional Grants and Funding Officer post	(21,210)
CM	Corporate Management	
CP	Car Parks	
CS	Customer Services	
	Contribution towards digital strategy salaries	(102,030)
ES	Cemeteries & Public Health	
FP	Finance And Performance	
GM	Grounds Maintenance	
HG	General Fund Housing	
HR	Human Resources	
	Contribution towards additional training expenditure	(11,650)
IT	IT Services	
	Aerial photography ear marked reserve released	(2,800)
	One off digital strategy staffing	
LD	Legal & Democratic Services: Member/Election Services	
	Contribution towards additional staffing requirement	(18,170)
PR	Planning - Land charges	
	Grant spend from High Street Innovation Fund ear marked reserve released	(43,308)
	New Homes Bonus monies earmarked for the Town Centre Manager post	(42,720)
	New Homes Bonus used to offset one-off costs shown against service	(150,000)
	Contribution towards Economic development activities	(100,000)
PS	Property Services	
	Town Hall Toilet refurbishment	(11,300)
RB	Revenues And Benefits	
RS	Recreation And Sport	
WS	Waste Services	
	New Homes Bonus monies earmarked for the new waste depot, move and fit out costs	(226,000)
	Contribution for new waste vehicle	(30,000)
arious	Sinking fund contributions for vehicles & plant	711,900
IE	New Homes Bonus monies earmarked for capital and economic regeneration projects	1,831,460

GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 JUNE 2016

Note	Description of Major Movements				Full Year Forecast Variation (Net of Trf to EMR)
	Net Transfer to / (from) Earmarked Reserves				1,772,172

	2016/17 Annual Budget	2016/17 Profiled Budget	2016/17 Actual	2016/17 Variance
	£	£	£	£
Total Employee Costs				
General Fund				
Community Development	295,180	73,795	70,389	(3,406)
Corporate Management	901,960	225,490	221,148	(4,342)
Customer Services	764,610	191,153	173,927	(17,226)
Environmental Services	923,320	230,830	258,501	27,671
Finance And Performance	632,710	158,178	155,181	(2,997)
General Fund Housing	197,330	49,333	50,239	906
Grounds Maintenance	448,900	112,225	117,732	5,507
Human Resources	361,460	90,365	89,184	(1,181)
I.T. Services	522,100	130,525	117,889	(12,636)
Legal & Democratic Services	417,660	104,415	96,616	(7,799)
Planning And Regeneration	1,525,620	381,405	329,746	(51,659)
Property Services	385,320	96,330	86,123	(10,207)
Recreation And Sport	1,630,750	407,688	425,392	17,704
Revenues And Benefits	668,450	167,113	173,575	6,462
Waste Services	1,863,780	465,945	443,573	(22,372)
	11,539,150	2,884,790	2,809,214	(75,576)
Housing Revenue Account				
BHO09 Repairs And Maintenance	593,480	148,370	146,246	(2,124)
BHO10 Supervision & Management	1,432,670	358,168	322,681	(35,487)
BHO11 Special Services	66,720	16,680	15,439	(1,241)
	2,092,870	523,218	484,365	(38,853)
Total	13,632,020	3,408,008	3,293,580	(114,428)

	2016/17 Annual Budget	2016/17 Profiled Budget	2016/17 Actual	2016/17 Variance
	£	£	£	£
Agency Staff				
General Fund				
Car Parks	0	0	0	0
Community Development	0	0	0	0
Corporate Management	0	0	0	0
Customer Services	0	0	0	0
Environmental Services	0	0	0	0
Finance And Performance	0	0	0	0
General Fund Housing	0	0	0	0
Grounds Maintenance	5,000	1,250	6,025	4,775
Human Resources	0	0	0	0
I.T. Services	0	0	0	0
Legal & Democratic Services	0	0	0	0
Planning And Regeneration	0	0	0	0
Property Services	0	0	737	737
Recreation And Sport	0	0	0	0
Revenues And Benefits	0	0	0	0
Waste Services	128,500	32,125	35,886	3,761
	133,500	33,375	42,648	9,273
Housing Revenue Account				
BHO09 Repairs And Maintenance	0	0	1,482	1,482
BHO10 Supervision & Management	0	0	16,639	16,639
BHO11 Special Services	0	0	0	0
	0	0	18,121	18,121
Total	133,500	33,375	60,770	27,395

**HOUSING REVENUE ACCOUNT FINANCIAL MONITORING INFORMATION FOR
THE PERIOD 01 APRIL TO 30 JUNE 2016**

		2016/17 Annual Budget	Forecast	Variance
Housing Revenue Account (HRA)	Notes	£	£	%
Income				
SHO01 Dwelling Rents Income	A	(12,593,760)	(48,000)	0.4%
SHO04 Non Dwelling Rents Income	B	(554,070)	1,000	-0.2%
SHO06 Tenant Charges For Services	C	(42,360)	32,000	-75.5%
SHO07 Leaseholders' Service Charges	D	(23,540)	0	0.0%
SHO08 Contributions Towards Expenditure	E	(33,720)	0	0.0%
SHO09 Alarm Income - Non Tenants	F	(194,660)	(13,000)	6.7%
SHO10 H.R.A. Investment Income	G	(40,000)	0	0.0%
SHO11 Miscellaneous Income	H	(19,000)	0	0.0%
Services				
SHO13A Repairs & Maintenance	I	3,214,780	245,000	0.0%
SHO17A Housing & Tenancy Services	J	1,354,750	(52,000)	-3.8%
SHO22 Alarms & L.D. Wardens expenditure	K	152,200	(33,000)	-21.7%
Accounting entries 'below the line'				
SHO29 Bad Debt Provision Movement	L	25,000	0	0.0%
SHO30 Share Of Corporate And Democratic	M	177,400	1,000	0.6%
SHO32 H.R.A. Interest Payable	N	1,268,030	0	0.0%
SHO34 H.R.A. Transfers between earmarked reserves	O	2,393,010	0	0.0%
SHO36 H.R.A. R.C.C.O.	P	24,000	0	0.0%
SHO37 Capital Receipts Reserve Adjustment	Q	(20,800)	0	0.0%
SHO38 Major Repairs Allowance	R	2,800,000	0	0.0%
SHO45 Renewable Energy Transactions	S	(130,000)	0	0.0%
		(2,242,740)	133,000	5.9%
Net recharge to HRA		1,265,490		
Capital Charges		977,250		
Net Housing Revenue Account Budget		0		

Housing Revenue Account	£k
Total HRA reserve as at 01/04/16	(2,000)
Forecast movement in the year	0
Forecast HRA reserve as at 31/03/17	(2,000)

Housing Maintenance Fund	£k
Opening balance	(8,886)
Reserve utilised for capital works (see appendix G)	3,325
Budgeted transfer to reserves	(1,704)
Forecast variance for the year (see above)	133
Forecast closing balance	(7,132)

Renewable Energy Fund	£k
Opening balance	(342)
Expenditure forecast for this year (see appendix G)	200
Net income forecast for this year	(130)
Forecast closing balance	(272)

**HOUSING REVENUE ACCOUNT FINANCIAL MONITORING INFORMATION FOR THE PERIOD
01 APRIL TO 30 JUNE 2016**

Note	Description of Major Movements	Corrective Action	Forecast Variance £
A	Dwelling rent is 0.4% ahead of target	N/A	(48,000)
B	Minor variance	N/A	1,000
C	The Learning Disability Support contract has ceased to operate	N/A	32,000
F	Community Alarm sales continue to be high	N/A	(13,000)
I	Work carried over from previous year due to under delivery	This additional expenditure was planned as it relates to last year	109,000
	The DLO will be required to carry out less major work in void properties than expected	The Repairs Manager will seek opportunities to increase utilisation of the DLO	100,000
	The DLO will be required to carry out less electrical remedial work than expected	The Repairs Manager will seek opportunities to increase utilisation of the DLO	25,000
	Minor variance	N/A	11,000
J	Savings due to restructuring of staffing across several teams	N/A	(52,000)
K	The Learning Disability Support contract has ceased to operate	N/A	(33,000)
M	Minor variance	N/A	1,000
		TOTAL	133,000

MID DEVON DISTRICT COUNCIL
MONITORING OF 2016/17 CAPITAL PROGRAMME

Appendix G

Code	Scheme	Approved Capital Programme 2016/17	Total Slippage B/fwd & Adj to Approved Capital Programme 16/17	Budgeted Capital Programme 2016/17	Projects no longer required	Revised Budgeted Capital Programme 2016/17	Deliverable Capital Programme 2016/17	Actual Expenditure 2016/17	Committed Expenditure 2016/17	Total	Variance to Adj Capital Programme	Forecast (Underspend)/Overspend	Forecast Slippage to 17/18	Notes
		£	£	£	£	£	£	£	£	£	£	£	£	
General Fund Projects														
CA624	<u>Lords Meadow leisure centre</u> Main car park resurfacing		50,000	50,000		50,000	50,000	0	0	0	(50,000)			Discussion required with DCC
CA627	<u>Exe Valley leisure centre</u> EVLC - Pressure set replacement Hot/Cold	50,000		50,000		50,000	35,000	0	0	0	(35,000)			Forecast completion Q3 16/17 Subject to Business Case that demonstrates acceptable payback period
CA626	EVLC - Fitness extension - subject to business case * * Note £500k in 15/16 will be slipped to 16/17	250,000	472,000	722,000		722,000	22,000	0	0	0	(22,000)			
CA451	<u>Phoenix House</u> Phoenix House - Ground Floor changes - subject to business case	100,000		100,000		100,000	163,000	0	0	0	(163,000)			Forecast costs £163k which will be payable from DWP when lease agreed
CA505	<u>Pannier Market</u> Pannier Market -Pedestrian roof cover - subject to business case ** ** Note £110k in 15/16 will be slipped to 16/17	290,000	110,000	400,000	(400,000)	0	0	0	0	0	0			Project no longer required
CA507	Tiverton Pannier Market Piggins		73,000	73,000		73,000	73,000	0	0	0	(73,000)			Forecast completion Q3 16/17
CA508	Pannier Market Clock Tower		34,000	34,000		34,000	34,000	0	33,588	33,588	(412)			Forecast completion Q3 16/17
<u>MSCP Improvements</u>														
CA709	MSCP improvements (refer to Matrix condition report)	50,000	89,000	139,000		139,000	50,000	(7,098)	7,098	0	(50,000)			Capital works on hold pending Premier Inn project
<u>Play Areas</u>														
CA608	Play area refurbishment - Wilcombe Tiverton		50,000	50,000		50,000	50,000	0	59,995	59,995	9,995			Forecast completion Q3 15/16
CA628	Play area refurbishment - West Exe Recreation Ground Tiverton	50,000		50,000		50,000	50,000	0	0	0	(50,000)			Forecast completion Q4 16/17
<u>Other Projects</u>														
CA403	Town Hall Redevelopment Project		3,000	3,000		3,000	20,000	5,098	779	5,878	(14,122)			
CA420	Land drainage flood defence schemes - Ashleigh Park Bampton		67,000	67,000		67,000	67,000	0	0	0	(67,000)			Forecast completion Q4 16/17
CA448	Angel Hill improvements		15,000	15,000		15,000	15,000	1,073	2,385	3,458	(11,543)			
CA449	Town centre/Market area fibre optic hub and camera system		30,000	30,000		30,000	30,000	0	25,965	25,965	(4,035)			
CA452	Station Yard re construct shower block wellfare	35,000		35,000		35,000	35,000	0	0	0	(35,000)			Examining future options for this site
CA453	Land drainage flood defence scheme - Newton St Cyres	50,000		50,000		50,000	50,000	0	0	0	(50,000)			Forecast completion Q4 16/17
CA454	Phoenix Lane - Conversion to homeless shelter	40,000		40,000		40,000	60,000	1,626	0	1,626	(58,374)			Forecast completion Q3 16/17
CA455	St Lawrence Green Project	30,000		30,000		30,000	30,000	0	0	0	(30,000)			
CA826	Waste move - Porta Cabins at Carlu Close		114,000	114,000		114,000	114,000	113,910	0	113,910	(90)			Project complete
<u>ICT Projects</u>														
CA421	Replacement of PC estate 330s		40,000	40,000		40,000	40,000	0	0	0	(40,000)			
CA423	Continued replacement of WAN/LAN		60,000	60,000		60,000	60,000	0	0	0	(60,000)			
CA425	Server farm expansion/upgrades	20,000	88,000	108,000		108,000	108,000	12,028	0	12,028	(95,972)			
CA433	Unified Communications/telephony	25,000		25,000		25,000	25,000	0	0	0	(25,000)			
CA437	Digital Transformation		104,000	104,000		104,000	104,000	11,025	17,300	28,325	(75,675)			
CA439	Mobile Working NDL MX		39,000	39,000		39,000	39,000	0	70,000	70,000	31,000			
CA442	Arc Server Spatial		18,000	18,000		18,000	18,000	0	0	0	(18,000)			
CA446	E-Financials Technical refresh		30,000	30,000		30,000	30,000	18,742	11,000	29,742	(258)			
CA456	Digital Transformation possible replacement of CRM	50,000		50,000		50,000	50,000	0	0	0	(50,000)			
CA457	Digital Transformation including Cosmic for Mid Devon	20,000		20,000		20,000	20,000	0	0	0	(20,000)			
CA444	SQL/Oracles refreshes	50,000		50,000		50,000	50,000	5,913	5,913	11,825	(38,175)			
<u>Replacement Vehicles - Grounds Maintenance</u>														
CA712	Iveco Tipper (or equivalent)		24,000	24,000		24,000	24,000	0	0	0	(24,000)			
<u>Replacement Vehicles - Refuse Collection</u>														
CA814	Dennis Eagle Terberg RCV 22-26t (or equivalent)		160,000	160,000		160,000	160,000	0	0	0	(160,000)			
CA821	5 Refuse Vehicles with Food waste capability *** *** Note £740k in 15/16 will be slipped to 16/17	160,000	740,000	900,000		900,000	900,000	0	0	0	(900,000)			
CA822	7.5T Tipper		100,000	100,000		100,000	100,000	0	0	0	(100,000)			
<u>Replacement Vehicles - Street Cleansing</u>														
CA825	3.5T Tipper		25,000	25,000		25,000	25,000	0	0	0	(25,000)			
CA827	3.5T Tipper		25,000	25,000		25,000	25,000	0	0	0	(25,000)			
		1,270,000	2,560,000	3,830,000	-400,000	3,430,000	2,726,000	162,317	234,023	396,340	(2,329,660)	0	0	
<u>Private Sector Housing Grants</u>														
CG215	Works in Default Grants							0	17,170	17,170	17,170			
CG216	Private Sector Housing initiatives to be prioritised	104,000		104,000		104,000	104,000	0	0	0	(104,000)			
CG201	Disabled Facilities Grants-Private Sector	468,000		468,000		468,000	468,000	56,908	49,067	105,975	(362,025)			
CG202	Houses in Multiple Occupation Grants								4,072	4,072	4,072			
CG205	House Renovation Grants								396	396	396			
Please note where possible commitments are raised on the Finance Ledger. Currently the total commitment for Private Sector Housing Grants held outside the ledger is £71k. This underspend includes underspend budget on Private Tenant DFG's amounting to £362k; these are effectively ring fenced, therefore leaving £82k uncommitted. (£444k - £362k) Commitments include all approved grants. The timing of when these are drawn down is dependent on the client (up to 1 year), therefore at year end although sums may be committed, some may be carried forward to 2017/18 as slippage.														
		572,000	0	572,000	0	572,000	572,000	56,908	70,705	127,613	(444,387)	0	0	
<u>Affordable Housing Projects</u>														
CA200	Grants to Housing Associations to provide units (funded by commuted sum)	222,000		222,000		222,000	100,000	5,000	0	5,000	(95,000)			
		222,000	0	222,000	0	222,000	100,000	5,000	-	5,000	(95,000)	0	0	
	Total General Fund Projects	2,064,000	2,560,000	4,624,000	-400,000	4,224,000	3,398,000	224,225	304,727	528,952	-2,869,048	0	0	

Code	Scheme	Approved Capital Programme 2016/17	Total Slippage B/fwd & Adj to Approved Capital Programme 16/17	Budgeted Capital Programme 2016/17	Projects no longer required	Revised Budgeted Capital Programme 2016/17	Deliverable Capital Programme 2016/17	Actual Expenditure 2016/17	Committed Expenditure 2016/17	Total	Variance to Adj Capital Programme	Forecast (Underspend)/ Overspend	Forecast Slippage to 17/18	Notes
		£	£	£	£	£	£	£	£	£	£	£	£	
	HRA Projects													
CA100	Major repairs to Housing Stock	2,860,000	131,000	2,991,000		2,991,000	2,991,000	144,824	1,529,986	1,674,811	(1,316,189)		166,000	£166k will be re prioritised for spending in 17/18
CA111	Renewable Energy Fund Spend	200,000		200,000		200,000	200,000	33,187	0	33,187	(166,813)		75,000	£75k will be re prioritised for spending in 17/18
CA112	Birchen Lane - re development of unit for housing conversion (4 units)		156,000	156,000		156,000	367,550	18,782	348,772	367,554	4			
CA119	Palmerston Park Tiverton - affordable dwellings (26 units)		3,793,000	3,793,000		3,793,000	3,160,700	463,057	3,197,656	3,660,714	500,014			Full contract commitment on system, circa £500k works will roll forward to 17/18
CA122	Iveco Tipper 3.5t (or equivalent)		24,000	24,000		24,000	24,000	0	0	0	(24,000)			
CA124	Queensway (Beech Road) Tiverton (3 units)		299,000	299,000		299,000	10,000	0	0	0	(10,000)			Some feasibility work will be undertaken in 16/17
CG200	Disabled Facilities Grants - Council Houses	297,000		297,000		297,000	297,000	101,077	0	101,077	(195,923)			
CA120	Burlescombe (6 units) **** **** Note £700k in 15/16 will be slipped to 16/17	100,000	685,000	785,000		785,000	80,000	90	790	880	(79,120)			Some feasibility work will be undertaken in 16/17
CA125	Waddeton Park - (70 units)	2,000,000	-4,000	1,996,000		1,996,000	760,000	4,640	0	4,640	(755,360)			Forecast costs associated around land purchase & S106 requirements
CA126	Sewerage Treatment Works - Washfield		25,000	25,000		25,000	25,000	0	0	0	(25,000)			Forecast completion Q4 16/17
CA127	* Stoodleigh - Pending feasibility (4 units)	520,000		520,000		520,000	20,000	0	0	0	(20,000)			Some feasibility work will be undertaken in 16/17
	Total HRA Projects	5,977,000	5,109,000	11,086,000	0	11,086,000	7,935,250	765,657	5,077,205	5,842,863	(2,092,387)	0	241,000	

CAPITAL PROGRAMME GRAND TOTAL SPEND	8,041,000	7,669,000	15,710,000	-400,000	15,310,000	11,333,250	989,882	5,381,932	6,371,815	(4,961,435)	0	241,000	
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Note - The Capital Programme has been amended to show officers best estimate of what will be delivered in 16/17. For completeness this schedule details the approved 16/17 Programme together with slippage from 15/16 and any adjustments; future Monitoring schedules will be measured against the 'Deliverable Programme'.



I PLEDGE TO BACK BRITISH FARMING IN THE WAKE OF THE EU REFERENDUM BY WORKING TO...

- 1** Build the nation's food security by improving the competitiveness, profitability and productivity of UK agriculture
- 2** Give British farmers the best possible access to markets inside and outside the EU
- 3** Ensure that agri-food imports meet the same high standards adhered to by British farmers
- 4** Introduce a domestic agricultural policy that will not put British farmers at a competitive disadvantage
- 5** Ensure British farmers and growers have sufficient supplies of labour
- 6** Strengthen farming's environmental role, allowing all farmers to care for the countryside, wildlife and mitigate climate change
- 7** Implement policies that are science and evidence-based to create a better regulatory environment for British farmers



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MID DEVON DISTRICT COUNCIL – NOTIFICATION OF KEY DECISIONS

July 2016

The Forward Plan containing Key Decisions is published 28 days prior to each Cabinet meeting

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
<p>Land for Affordable Housing</p> <p>To acquire land (in consultation with the Cabinet Member for Housing) for the provision of affordable housing (under the scheme of delegation) at Waddeton Park, Post Hill, Tiverton</p>	<p>Head of Housing and Property Services</p>	<p>Not before 29th Aug 2016</p>	<p>Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960</p>		<p>Open</p>
<p>Community Engagement Strategy 2016-17</p> <p>Report updating Members on progress made with the Community Engagement Action Plan (2015-16) and to review the strategy and focus for 2016-17.</p>	<p>Community Well Being Policy Development Group</p> <p>Cabinet</p>	<p>2 Aug 2016</p> <p>1 Sep 2016</p>	<p>Amy Tregellas, Head of Communities and Governance and Monitoring Officer Tel: 01884 234246</p>	<p>Cabinet Member for Community Well Being (Councillor Colin Slade)</p>	<p>Open</p>

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
<p>Ageing Well Strategy</p> <p>Report of the Head of Communities and Governance regarding a new strategy.</p>	<p>Community Well Being Policy Development Group</p> <p>Cabinet</p> <p>Council</p>	<p>2 Aug 2016</p> <p>1 Sep 2016</p> <p>26 Oct 2016</p>	<p>Amy Tregellas, Head of Communities and Governance and Monitoring Officer Tel: 01884 234246</p>	<p>Cabinet Member for Community Well Being (Councillor Colin Slade)</p>	<p>Open</p>
<p>Community Engagement Action Plan</p> <p>To receive information regarding the action plan.</p>	<p>Community Well Being Policy Development Group</p> <p>Cabinet</p>	<p>2 Aug 2016</p> <p>1 Sep 2016</p>	<p>Amy Tregellas, Head of Communities and Governance and Monitoring Officer Tel: 01884 234246</p>	<p>Cabinet Member for Community Well Being (Councillor Colin Slade)</p>	<p>Open</p>
<p>Gas Service Contract</p> <p>Report of the Head of Housing and Property Services regarding the awarding of the tender for maintenance, servicing and responsive repairs.</p>	<p>Cabinet</p>	<p>1 Sep 2016</p>	<p>Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960</p>	<p>Cabinet Member for Housing (Councillor Ray Stanley)</p>	<p>Fully exempt</p>
<p>Local Enforcement Plan</p>	<p>Cabinet</p>	<p>1 Sep 2016</p>	<p>Jenny Clifford, Head of Planning and</p>	<p>Cabinet Member for Planning and</p>	<p>Open</p>

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
A Plan setting out the approach and policies towards planning enforcement within the district	Council	26 Oct 2016	Regeneration Tel: 01884 234346	Economic Regeneration (Councillor Richard Chesterton)	
<p>Shared Waste Savings Agreement with Devon County Council</p> <p>To receive a report of the Head of Finance requesting consideration of a draft legal agreement between Mid Devon District Council and Devon County Council to secure a long term savings agreement.</p>	Cabinet	1 Sep 2016	Andrew Jarrett, Head of Finance Tel: 01884 234242	Cabinet Member for the Environment (Councillor Neal Davey)	Open
<p>Greater Exeter Growth & Development Board</p> <p>To receive a report from the Chief Executive</p>	Cabinet Council	1 Sep 2016 26 Oct 2016	Stephen Walford, Chief Executive	Leader of the Council (Councillor Clive Eginton), Councillor Richard Chesterton	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
<p>Strategic Land Issues</p> <p>To receive a report of the Head of Housing and Property Services advising on responses to the Town Centre Masterplanning to include expressions of interest and the potential for acquiring a new site for depot redevelopment.</p>	Cabinet	1 Sep 2016	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Fully exempt <i>Financial and business issues</i>
<p>Statement of Community Involvement</p> <p>Report of the Head of Planning and Regeneration seeking approval of a revised draft Statement of Community Involvement following public consultation.</p>	Cabinet	1 Sep 2016	Jenny Clifford, Head of Planning and Regeneration Tel: 01884 234346	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open
<p>Waste Storage Supplementary Planning Document</p> <p>Report of the Head of Planning and Regeneration seeking approval of the new Supplementary Planning Document</p>	Cabinet Council	1 Sep 2016 26 Oct 2016	Jenny Clifford, Head of Planning and Regeneration Tel: 01884 234346	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
<p>Masterplan - Area B Tiverton Eastern Urban Extension</p> <p>Report of the Head of Planning and Regeneration requesting the Cabinet to consider consultation drafts</p>	Cabinet	1 Sep 2016	Jenny Clifford, Head of Planning and Regeneration Tel: 01884 234346	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open
<p>Empty Homes Strategy</p> <p>To receive a report from the Head of Human Resources and Development on the Strategy regarding Empty Homes.</p>	<p>Decent and Affordable Homes Policy Development Group</p> <p>Cabinet</p>	<p>13 Sep 2016</p> <p>29 Sep 2016</p>	Jill May, Head of HR and Development Tel: 01884 234381	Cabinet Member for Housing (Councillor Ray Stanley)	Open
<p>Private Sector Housing Renewal Policy</p> <p>To receive a report from the Head of Housing and Property Services reviewing the existing policy.</p>	<p>Decent and Affordable Homes Policy Development Group</p> <p>Cabinet</p>	<p>13 Sep 2016</p> <p>29 Sep 2016</p>	Jill May, Head of HR and Development Tel: 01884 234381	Cabinet Member for Housing (Councillor Ray Stanley)	Open
<p>Service Standards Review</p>	Decent and Affordable	13 Sep 2016	Nick Sanderson, Head of Housing	Cabinet Member for Housing	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
To receive a report from the Head of Housing and Property Services reviewing standards within the Housing Service.	Homes Policy Development Group Cabinet	29 Sep 2016	and Property Services Tel: 01884 234960	(Councillor Ray Stanley)	
Aids and Adaptations Policy (update) Report of the Head of Housing and Property Services regarding a revised policy.	Decent and Affordable Homes Policy Development Group Cabinet	13 Sep 2016 29 Sep 2016	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open
Introductory Tenancy Policy (update) To receive a report from the Head of Housing and Property Services outlining some minor changes to the Introductory Tenancies Policy.	Decent and Affordable Homes Policy Development Group Cabinet	13 Sep 2016 29 Sep 2016	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open
Hoarding Policy (update) To receive a report from the Head of Housing and Property Services outlining some minor changes to the	Decent and Affordable Homes Policy Development Group	13 Sep 2016	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
Hoarding policy.	Cabinet	29 Sep 2016			
Recharge Policy (update) To receive a report from the Head of Housing and Property Services outlining some minor changes to the Recharge policy.	Decent and Affordable Homes Policy Development Group Cabinet	13 Sep 2016 29 Sep 2016	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open
Local Plan Review To receive a report of the Head of Planning and Regeneration regarding the Local Plan Review	Cabinet Council	15 Sep 2016 22 Sep 2016	Jenny Clifford, Head of Planning and Regeneration Tel: 01884 234346	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open
Inward Investment Policy Report of the Head of Communities and Governance regarding this policy	Economy Policy Development Group Cabinet Council	15 Sep 2016 29 Sep 2016 26 Oct 2016	Amy Tregellas, Head of Communities and Governance and Monitoring Officer Tel: 01884 234246	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
<p>Economic Development Strategy</p> <p>To consider a report of the Head of Communities and Governance revising this policy</p>	<p>Economy Policy Development Group</p> <p>Cabinet</p>	<p>15 Sep 2016</p> <p>29 Sep 2016</p>	<p>Amy Tregellas, Head of Communities and Governance and Monitoring Officer Tel: 01884 234246</p>	<p>Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)</p>	<p>Open</p>
<p>Grant Payments to External Organisations 2017-18</p> <p>To consider grant funding for 2017/18</p>	<p>Community Well Being Policy Development Group</p> <p>Cabinet</p>	<p>27 Sep 2016</p> <p>27 Oct 2016</p>	<p>Amy Tregellas, Head of Communities and Governance and Monitoring Officer Tel: 01884 234246</p>	<p>Cabinet Member for Community Well Being (Councillor Colin Slade)</p>	<p>Open</p>
<p>Regulation of Investigatory Powers</p> <p>To undertake an annual review of the Policy</p>	<p>Community Well Being Policy Development Group</p> <p>Cabinet</p>	<p>27 Sep 2016</p> <p>27 Oct 2016</p>	<p>Jill May, Head of HR and Development Tel: 01884 234381</p>	<p>Cabinet Member for Community Well Being (Councillor Colin Slade)</p>	<p>Open</p>
<p>Town and Parish Charter</p> <p>To undertake a four yearly review the Town and Parish Charter</p>	<p>Community Well Being Policy Development Group</p>	<p>27 Sep 2016</p>	<p>Amy Tregellas, Head of Communities and Governance and Monitoring Officer Tel: 01884 234246</p>	<p>Cabinet Member for Community Well Being (Councillor Colin Slade)</p>	<p>Open</p>

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
	Cabinet	27 Oct 2016			
Health and Safety Policy Report of the Head of HR and Development regarding a revised policy	Community Well Being Policy Development Group Cabinet	27 Sep 2016 24 Nov 2016	Jill May, Head of HR and Development Tel: 01884 234381	Cabinet for the Working Environment and Support Services (Councillor Margaret Squires)	Open
Communication Strategy Action Plan Report of the Head of Customer Services reviewing the Communication Strategy	Cabinet	29 Sep 2016	Liz Reeves, Head of Customer Services Tel: 01884 234371	Cabinet for the Working Environment and Support Services (Councillor Margaret Squires)	Open
Devolution - Mid Devon and the Heart of the South West Proposition Report of the Chief Executive setting out the possible devolution process for recommendation to Council	Cabinet Council	29 Sep 2016 26 Oct 2016	Stephen Walford, Chief Executive	Leader of the Council (Councillor Clive Eginton)	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
<p>Workforce Plan and Human Resources Strategy</p> <p>Report of the Head of HR and Development providing a review of the current strategy and reflecting the latest legislative and economic changes.</p>	Cabinet	29 Sep 2016	Jill May, Head of HR and Development Tel: 01884 234381	Cabinet for the Working Environment and Support Services (Councillor Margaret Squires)	Open
<p>Half Year Investment Performance & Review of Treasury Management Strategy 2016/17</p> <p>Report of the Head of Finance informing the Cabinet of the treasury performance during the first six months of 2016/17 and agree the ongoing deposit strategy for the remainder of 2016/17</p>	Cabinet	27 Oct 2016	Andrew Jarrett, Head of Finance Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open
<p>Medium Term Financial Plan - Capital Programme</p> <p>Report of the Head of</p>	Cabinet	27 Oct 2016	Andrew Jarrett, Head of Finance Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
Finance outlining the Medium Term Financial Plan with regard to the Capital Programme.					
Medium Term Financial Plan - HRA and Business Plan Report of the Head of Finance outlining the Medium Term Financial Plan with regard to the Housing Revenue Account and Business Plan.	Cabinet	27 Oct 2016	Andrew Jarrett, Head of Finance Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open
Medium Term Financial Plan - General Fund Report of the Head of Finance outlining the Medium Term Financial Plan with regard to the General Fund.	Cabinet	27 Oct 2016	Andrew Jarrett, Head of Finance Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open
Supply and Demand Policy To receive a report from the Head of Housing and Property Services	Decent and Affordable Homes Policy Development Group	15 Nov 2016	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
providing the annual review of the Supply and Demand Policy.	Cabinet	24 Nov 2016			
Decant Policy (update) To receive a report from the Head of Housing and Property Services outlining some minor changes to the Decant Policy.	Decent and Affordable Homes Policy Development Group Cabinet	15 Nov 2016 24 Nov 2016	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open
Tax Base Calculation Report of the Head of Finance detailing the statutory calculations necessary to determine the Tax Base for the Council Tax	Cabinet Council	1 Dec 2016 14 Dec 2016	Andrew Jarrett, Head of Finance Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open
Council Tax Reduction Scheme Report of the Head of Finance setting out the Council Tax Reduction Scheme for 2017/18 for recommendation to Council	Cabinet Council	1 Dec 2016 14 Dec 2016	Andrew Jarrett, Head of Finance Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
Freedom of Information Policy Report of the Head of Customer Services regarding a review of the FOI Policy	Cabinet	1 Dec 2016	Liz Reeves, Head of Customer Services Tel: 01884 234371	Cabinet Member for Community Well Being (Councillor Colin Slade)	Open
ICT Strategy Report of the Head of Customer Services regarding review of the ICT Strategy	Cabinet	1 Dec 2016	Liz Reeves, Head of Customer Services Tel: 01884 234371	Cabinet Member for Community Well Being (Councillor Colin Slade)	Open

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