

Public Document Pack

Mid Devon District Council

Decent and Affordable Homes Policy Development Group

Tuesday, 19 July 2016 at 2.15 pm
Exe Room, Phoenix House

Next ordinary meeting
Tuesday, 13 September 2016 at 2.15 pm

Those attending are advised that this meeting will be recorded

Membership

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

A G E N D A

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

1 Apologies and Substitute Members

To receive any apologies for absence and notice of appointment of substitutes.

2 Public Question Time

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

3 Minutes (Pages 5 - 10)

To approve as a correct record the minutes of the meeting held on 24 May 2016 (copy attached).

4 **Chairman's Announcements**

To receive any announcements that the Chairman may wish to make.

5 **Fire Risk in Communal Areas Policy** *(Pages 11 - 20)*

To receive a report from the Housing Services Manager reviewing the Fire Risk in Communal Areas Policy.

6 **Tenancy Inspection Policy** *(Pages 21 - 32)*

To receive a report from the Housing Services Manager reviewing the Tenancy Inspection Policy.

7 **Proposed changes to the Tenancy Agreement** *(Pages 33 - 78)*

To receive a report from the Housing Services Manager proposing changes to the revised Tenancy Agreement following consultation with tenants.

8 **Void Management Policy - Sheltered Homes Decoration** *(Pages 79 - 94)*

To receive a report from the Head of Housing and Property outlining the revised Void Management Policy.

9 **Conversion of Common Rooms in to lettable** *(Pages 95 - 98)*

To receive a report from the Head of Housing and Property Services outlining the proposed 'change of use' of Common Rooms.

10 **Housing Services Allocations Policy (Addendum)** *(Pages 99 - 102)*

To receive a report from the Head of Housing and Property Services. The Housing Services Allocations Policy has recently been adopted by the PDG, however, it has been pointed out that the Council 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.

11 **Waste Management at Old Road**

At the request of the Group the Building Services Manager will provide a verbal update regarding how waste is dealt with at Old Road.

12 **Wessex partnership**

To receive a verbal update from the Public Health and Professional

Services Manager regarding the Wessex Partnership.

13 **Identification of items for the next meeting**

Members are asked to note that the following items are already identified in the work programme for the next meeting:

- Service Standards Review
- Pay to Stay
- Hoarding Policy (update)
- Aids and Adaptations Policy (update)
- Introductory Tenancy Policy (update)
- Recharge policy (update)
- Financial Monitoring for the 3 months to June 2016
- Performance and Risk – quarter one
- Future plans for social housing

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

Stephen Walford
Chief Executive
Monday, 11 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 Sarah Lees on:

Tel: 01884 234310

E-Mail: slees@middevon.gov.uk

Public Wi-Fi is available in all meeting rooms.

MID DEVON DISTRICT COUNCIL

MINUTES of a MEETING of the DECENT AND AFFORDABLE HOMES POLICY DEVELOPMENT GROUP held on 24 May 2016 at 2.15 pm

Present

Councillors

P J Heal, Mrs E M Andrews, Mrs H Bainbridge, W J Daw, Mrs G Doe, R J Dolley and J D Squire

Apologies

Councillors

D R Coren and L D Taylor

Also Present

Councillor

R L Stanley

Present

Officers

Nick Sanderson (Head of Housing and Property Services), Andrew Cawdron (Finance Manager), Helen Carty (Housing Policy Officer), Angela Barrett (Accountant), Nicky Chandler (Auditor) and Sarah Lees (Member Services Officer)

1 ELECTION OF CHAIRMAN FOR 2016/17 (CHAIRMAN OF THE COUNCIL IN THE CHAIR)

RESOLVED that Cllr P J Heal be elected Chairman of the Group for the municipal year 2016/17.

Cllr P J Heal then took the Chair.

2 ELECTION OF VICE CHAIRMAN FOR 2016/17

RESOLVED that Cllr W J Daw be elected Vice Chairman of the Group for the municipal year 2016/17.

3 APOLOGIES AND SUBSTITUTE MEMBERS

Apologies were received from Councillors D R Coren and L Taylor.

4 PUBLIC QUESTION TIME

There were no members of the public present.

5 MINUTES (00:03:15)

The minutes of the meeting held on 22 March 2016 were approved as a correct record and **SIGNED** by the Chairman.

6 CHAIRMAN'S ANNOUNCEMENTS (00:03:40)

The Chairman stated that he looked forward to welcoming Cllr D R Coren to the Group at the next meeting. Cllr Mrs E A Andrews also requested, through the Chairman, that a personal vote of thanks be recorded to Sandra Hunt who had

recently retired as Community Support and Initiatives Team Leader. The Group also wished for their thanks to be forwarded on to her.

7 **PERFORMANCE AND RISK OUTTURN REPORT FOR 2015/16 (00:04:21)**

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

It was explained that the report was based on performance data from the final quarter of 2015/16 and was also based on the old corporate priorities. Future reports would be based on the new corporate priorities. It was noted that the number of 'empty homes being brought back into use' and the number of 'affordable homes delivered' were below target. However, whilst targets in relation to these were set locally, the number of 'affordable homes delivered' were not entirely within the district council's control. It was also noted how pleasing it was to see targets in relation to repairs being maintained and where they weren't credible reasons had been provided in the management notes.

The Group wished to pass on their congratulations to the housing service for their continuing achievements against performance indicators.

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

8 **REVENUE AND CAPITAL OUTTURN 2015/16 (00:08:06)**

The Group had before it, and **NOTED**, a report * from the Head of Finance, which had previously been presented to the Cabinet on 12 May 2016. This presented the revenue and capital outturn figures for the financial year 2015/16.

Key highlights within the report were summarised as follows:

- £36k better recovery on the Deposit and Rent Scheme (DARS) and as a result there had been a reduction in the level of provision required.
- The use of Discretionary Housing Payments (DHP) to fund housing benefit claimants in the DARS scheme had also reduced by £18k. The total General Fund Housing Services Expenditure was therefore showing an under spend of £86k.
- The Housing Service had managed to reduce some of their repair costs whilst maintaining 100% at the 'decent homes' standard.
- The Group were reminded that the Council still had a significant Housing Revenue Account loan to repay through the Public Works Liability Board of over £40m.
- There had been some staff savings.
- Less had been spent on alarms than had been expected despite the numbers of requests for alarms increasing.
- Solar panel income had been greater than expected and had contributed a further £46k.
- Throughout 2015/16 high priority had been given to improving the housing stock as well as new housing developments.

- Ear marked reserves had increased from £6.7m to £9.7m but the sustainability of the Housing Revenue Account depended upon future rents.

In conclusion whilst there was an overall surplus of £916k for the year, the Group needed to bear in mind that housing rents had been frozen with decreases for another four years. A significant PWLB loan needed to be repaid and it was not clear what plans central government had for local housing authorities in the future, therefore caution needed to be exercised.

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

9 **TENANCY CHANGES POLICY (00:21:00)**

The Group had before it a report * from the Housing Services Manager reviewing the Tenancy Changes Policy (previously known as the Succession & Assignment Policy).

It was explained that the policy had been updated and set out how the Council would deal effectively with tenancy changes such as, successions, assignments in accordance with a Court Order, mutual exchange or assignment to a person qualified to succeed to a tenancy or a joint to sole tenancy request. The title of the policy had been renamed from Succession and Assignment Policy to Tenancy Changes Policy to better reflect what was included in it. The policy contained a new section which stated that tenants may seek written consent to change their tenancy to either a sole or joint tenancy or vice versa. Any requests made would be at the discretion of the housing service. The policy also introduced a section relating to the retraction of notice to terminate a tenancy. This clarified what would happen when a tenant served a notice on the council to end their tenancy and then changed their mind.

Discussion followed with regard to:

- The fact that if a tenant wished to retract a notice to vacate and then changed their mind, the existing tenancy agreement would still need to be terminated and a new one created.
- The need for a cooling off period, however, the housing service were governed by housing legislation. Despite this it was confirmed that they did listen to people's personal circumstances and had a certain amount of discretion.
- The need for the Council to make the best use of its stock.
- Having a policy ensured fairness to all tenants who would all be treated in a similar way.
- If there was a joint tenancy the need to check that both parties were happy to terminate the tenancy would depend on the type of tenancy involved, for example, a flexible tenancy required that both parties needed to give notice.

RECOMMENDED to the Cabinet that the revised Tenancy Changes Policy be approved.

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

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

- (ii) Cllr Mrs E M Andrews requested that her abstention from voting be recorded.

10 BAND E - VERBAL UPDATE (00:43:08)

The Head of Housing and Property Services provided the Group with a verbal update regarding Band E. This included the following:

- Mid Devon District Council had allocated 72% of properties in Bands B and C in general needs properties. 37% in Bands B and C had been allocated to sheltered housing. 299 properties across all bands had been allocated in the last financial year.
- Currently there was 1812 people on the Devon Home Choice waiting list which was a 15 % reduction on the previous year, 895 of these were in Band E.
- Regular reviews were conducted and this process was now automated, saving officer time to the value of 8 days per year.
- People were regularly reminded that if they did not bid on anything they may be removed from the system.
- The Devon Home Choice team actively encouraged people to bid.
- There would be a letter drop to all those on the waiting list advising them about the key changes to the Allocations Policy.
- The Council had been working with Devon Homes Choice on the 'Terms and Conditions' of the Devon Home Choice scheme.

Discussion followed with regard to the fact that anybody registered with Devon Home Choice could look at properties outside of the district but within the Devon boundary. Should people want to look outside of the county they would need to register with the equivalent homes provider in that area.

11 WESSEX - VERBAL UPDATE (00:54:12)

The Cabinet Member for Housing provided the Group with an update regarding the Wessex partnership. He reminded Members that the council had given notice to withdraw from the partnership at the end of last year but that it was waiting to make the final decision until the results of a pilot scheme in Exeter were known. Until that time the Council had ceased trading with Wessex.

Discussion followed with regard to:

- The need for negotiation regarding the return of any outstanding monies.
- Advice was being sought from the Legal Department regarding a number of issues in this regard.
- An update would be provided to the Group at the next meeting.

Information relating to a change of name to the company in question would be relayed to the Group via the Committee Clerk.

12 START TIME OF MEETINGS (01:01:42)

It was **AGREED** that the Group continue to meet on Tuesday's at 2.15pm.

13 IDENTIFICATION OF ITEMS FOR THE NEXT MEETING (01:02:15)

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

- A report from 'Tenants Together' regarding the use of common rooms.
- A presentation from the Building Services Manager regarding how the housing service dealt with waste.
- Future plans for social housing

It was also suggested that a visit by the Group to Old Road take place before a future meeting to see how the repairs service worked.

(The meeting ended at 3.23 pm)

CHAIRMAN

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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

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

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

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	<input type="text"/>	Date	<input type="text"/>
Print name	<input type="text"/>		
Signed	<input type="text"/>	Date	<input type="text"/>
Print name	<input type="text"/>		
Signed	<input type="text"/>	Date	<input type="text"/>
Print name	<input type="text"/>		
Signed	<input type="text"/>	Date	<input type="text"/>
Print name	<input type="text"/>		

Signature on behalf of Mid Devon District Council, the Landlord

Signed	<input type="text"/>	Date	<input type="text"/>
Print name	<input type="text"/>		

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	<table border="1"><tr><td></td></tr></table>		Date	<table border="1"><tr><td></td></tr></table>	
Print name	<table border="1"><tr><td></td></tr></table>				
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Print name	<table border="1"><tr><td></td></tr></table>				

Signature on behalf of Mid Devon District Council, the Landlord

Signed	<table border="1"><tr><td></td></tr></table>		Date	<table border="1"><tr><td></td></tr></table>	
Print name	<table border="1"><tr><td></td></tr></table>				

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. Each tenant is jointly and separately liable for the tenant's obligations in the tenancy agreement and the Council can enforce the tenancy obligations against all or one of the joint tenants in the agreement
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

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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Appendices

• Our Standard of Repair for Empty Properties	Appendix A
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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
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 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. MDDC 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