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WELWYN HATFIELD

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Please ask for:
Graham Seal

23 February 2018

Dear Councillor

You are requested to attend a meeting of the WELWYN HATFIELD BOROUGH COUNCIL CABINET to be held on Tuesday 6 March 2018 at 7.30 pm in the Council Chamber, Council Offices, The Campus, Welwyn Garden City, Herts, AL8 6AE.

Yours faithfully

Executive Director
Public Protection, Planning and Governance

A G E N D A
PART 1

1. APOLOGIES

2. PUBLIC QUESTION TIME AND PETITIONS

Up to fifteen minutes will be made available for questions from members of the public on issues relating to the work of the Cabinet and to receive any petitions.

3. MINUTES

To confirm as a correct record the Minutes of the meetings held on 23 January and 6 February 2018 (previously circulated).

4. ACTIONS STATUS REPORT (Pages 5 - 6)

Report of the Executive Director (Public Protection, Planning and Governance) on the status of actions agreed at the last Cabinet meeting.

5. NOTIFICATION OF URGENT BUSINESS TO BE CONSIDERED UNDER ITEM 12

6. DECLARATIONS OF INTERESTS BY MEMBERS

To note declarations of Members' disclosable pecuniary interests, non-disclosable pecuniary interests and non-pecuniary interests in respect of items on the Agenda.

7. ITEMS RELATING TO THE BUDGET AND POLICY FRAMEWORK FOR RECOMMENDATION TO THE COUNCIL

To consider the following items:-

(a) Transfer of Building Control Functions to Three Rivers District Council (Pages 7 - 18)

Report of the Executive Director (Public Protection, Planning and Governance) updating Members on the work undertaken on the joint outsourcing project and the next steps to be taken.

(**Note**: The Chairman of the Environment Overview and Scrutiny Committee has been given notice that it was impracticable to comply with the requirement that at least twenty eight days' notice must be given of the intention to make a key decision on the Forward Plan in accordance with Regulation 10 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 because it was urgent and could not reasonably be deferred for the reason specified).

The reason for this item is to enable the next steps to be taken to finalise the project without delay.

(b) Tenancy Policy and Flexible Tenancy Policy (Forward Plan Reference FP829) (Pages 19 - 58)

Recommendation from the meeting of the Cabinet Housing Panel on 22 January 2018 on approval of a revised policy and procedure.

(**Note**: This item is brought back to the Cabinet as the decision was deferred at the Special Council meeting on 21 February 2018 for clarification of the decision).

8. ITEMS REQUIRING KEY DECISION

To consider the following item for decision in the current Forward Plan:-

(a) Garage Maintenance Contract - Extension of Contract (Forward Plan Reference FP838) (Pages 59 - 60)

Report of the Executive Director (Resources, Environment and Cultural Services) recommending a one year extension of the current contract for garage maintenance services.

9. DATA PROTECTION POLICY (Pages 61 - 76)

Report of the Executive Director (Resources, Environment and Cultural Services) seeking approval to the Council's overarching Data Protection Policy.

10. PERFORMANCE EXCEPTION REPORT- QUARTER 3 (2017/18) (Pages 77 - 88)

Report of the Executive Director (Resources, Environment and Cultural Services) summarising strategic performance data for Quarter 3 of 2017/18.

11. COUNCIL'S ACHIEVEMENTS LIST - OCTOBER TO DECEMBER 2017 (Pages 89 - 96)

Report of the Executive Director (Resources, Environment and Cultural Services) summarising key achievements and service improvements for Quarter 3 of 2017/18.

12. SUCH OTHER BUSINESS AS, IN THE OPINION OF THE CHAIRMAN, IS OF SUFFICIENT URGENCY TO WARRANT IMMEDIATE CONSIDERATION:

13. EXCLUSION OF PRESS AND PUBLIC

The Cabinet is asked to resolve:

That under Section 100(A)(2) and (4) of the Local Government Act 1972, the press and public be now excluded from the meeting for items 14, 15 and 16 (if any) on the grounds that they involve the likely disclosure of confidential or exempt information as defined in Section 100(A)(3) and Paragraph 3 (private financial or business information) of Part 1 of Schedule 12A of the said Act (as amended).

In resolving to exclude the public in respect of the exempt information, it is considered that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

PART II

14. ITEMS OF AN EXEMPT NATURE REQUIRING KEY DECISIONS

To consider the following item of an exempt nature for decision in the current Forward Plan:-

(a) Minor Works Contract (Forward Plan Reference FP844) (Pages 97 - 100)

Exempt report of the Executive Director (Resources, Environment and Cultural Services) on the award of contracts for minor building works and extension of contract for electrical minor works.

(b) Cleaning Contract (Forward Plan Reference FP845) (Pages 101 - 104)

Exempt report of the Executive Director (Resources, Environment and Cultural Services) on the procurement process for this contract.

15. ITEM OF AN EXEMPT NATURE REQUIRING KEY DECISIONS NOT IN THE FORWARD PLAN

To consider the following item of an exempt nature for decision not in the current Forward Plan:-

(a) Property Investments (Pages 105 - 110)

Exempt report of the Executive Director (Resources, Environment and Cultural Services) setting out the property investments opportunities going forward.

(**Note**: The Chairman of the Resources Overview and Scrutiny Committee has been given notice that it was impracticable to comply with the requirement that at least twenty eight days' notice must be given of the intention to make a key decision on the Forward Plan in accordance with Regulation 10 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 because it was urgent and could not reasonably be deferred for the reason specified).

The reason for this item is to enable the Council to consider property investments going forward and not miss any opportunities.

16. ANY OTHER BUSINESS OF A CONFIDENTIAL OR EXEMPT NATURE AT THE DISCRETION OF THE CHAIRMAN

Circulation: Councillors J.Dean (C), D.Bell, H.Bromley, T.Kingsbury, M.Perkins (VC), B.Sarson, R.Trigg

Executive Board
Press and Public (except Part II Items)

If you require any further information about this Agenda please contact Graham Seal, Governance Services Unit on 01707 357444 or email – democracy@welhat.gov.uk / g.seal@welhat.gov.uk

Part I
Item No: 4
Main author: Graham Seal
Executive Member: Roger Trigg
Not Ward Specific

WELWYN HATFIELD BOROUGH COUNCIL
CABINET – 6 MARCH 2018
REPORT OF THE EXECUTIVE DIRECTOR (PUBLIC PROTECTION, PLANNING AND GOVERNANCE)

ACTIONS STATUS REPORT

1 Executive Summary

1.1 In order to ensure that actions identified at meetings are completed, this report lists the actions from the last Cabinet meeting, those responsible for completing each action and its current status.

2 Recommendation(s)

2.1 That Members note the status of the following action which was identified at the last Cabinet meeting on 9 January 2018:-

Minute	Action	Responsible	Status/ Date Completed
96.1	Public Space Protection Order	Kerry Clare	Recommendation agreed at the Council meeting on 5 February 2018.
96.2	Tenancy Policy and Flexible Tenancy Policy	Annette Benson	Recommendation deferred at the Council meeting on 5 February 2018 and reported back to this meeting for clarification/recommendation.

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Part I
Item No: 7(a)
Main author: Nick Long
Executive Member: Cllr Mandy Perkins
All wards

WELWYN HATFIELD BOROUGH COUNCIL
CABINET – 6 MARCH 2018
REPORT OF THE EXECUTIVE DIRECTOR (PUBLIC PROTECTION, PLANNING AND GOVERNANCE)

TRANSFER OF BUILDING CONTROL FUNCTIONS TO THREE RIVERS DISTRICT COUNCIL

1 Executive Summary

1.1 This report updates members on the further work undertaken in connection with the joint building control outsourcing project ("the project") and asks Cabinet to consider and agree the next steps which need to be taken in order to finalise the project.

2 Recommendations

2.1 For the Cabinet to note the work to-date, and to consider the proposals set out in this report, and subject to Cabinet consideration, to agree:

a) To transfer the Council's statutory building control functions (as set out in Appendix A) to Three Rivers District Council so that they can carry out the duties and responsibilities of LA1 as described in this report, on behalf of Welwyn Hatfield Borough Council.

b) That the Executive Director (Public Protection, Planning and Governance) be given delegated authority to authorise the Services Agreement and Inter-Authority Agreement referred to in this report using the power in Section 5(2)(a) of the Local Authorities (Arrangements for Discharge of Functions) (England) Regulations 2012 to transfer the functions listed in Appendix A to Three Rivers District Council.

c) That the Head of Public Health and Protection is appointed as the Council's "Commissioning Panel Representative" as part of the Commissioning Panel established in accordance with the Services Agreement and Inter-Authority Agreement.

d) That delegated authority is given to the Head of Public Health and Protection in consultation with the Executive Director (Public Protection, Planning and Governance) to appoint a "Deputy Commissioning Panel Representative" to attend the Commissioning Panel in the event of the Commissioning Panel Representative's absence.

e) That the Head of Public Health and Protection, in consultation with the Executive Director (Resources, Environment and Cultural Services) as the Council's Section 151 Officer and Executive Member for Resources to have delegated authority to negotiate and agree fees for both statutory and non-statutory building control activities, in negotiation with other members of the

Commissioning Panel, Three Rivers District Council acting as LA1 and Hertfordshire Building Control Ltd.

f) That consideration is given to any consequential revisions to be made to the Council's Constitution and schemes of delegation with recommendations made to Council for adoption of these revisions.

3 Explanation

3.1 The purpose of building control is to ensure buildings and structures within the borough are built to safe standards and there are also particular enforcement powers available to deal with dangerous structures.

3.2 The building control functions carried out by District and Borough Local Authorities may be divided into non delegable and delegable functions. Those functions which are non-delegable may only be carried out by a Local Authority, but a Local Authority may choose to ask a private sector entity to carry out delegable functions on its behalf. In the case of the non-delegable functions, it is however lawful for one Local Authority to transfer some or all of these powers to another Local Authority to exercise these functions.

3.3 In July 2015, the Cabinet received an exempt report which set out the challenges facing the Council's current building control team. These included private sector competition and the loss of market share to approved inspectors, an ageing staff profile, the lower efficiency and effectiveness of small teams and a lack of resilience due to recruitment and retention difficulties. Cabinet agreed that Welwyn Hatfield Council should explore the principle of transferring its building control services into a Hertfordshire joint arrangement.

3.4 In August 2016, Cabinet received a further exempt report which set out a business case and the financial, legal and risk implications of a joint service with other boroughs/districts in Hertfordshire. Having regard to this business case Cabinet agreed with the proposal to form a holding company and two subsidiary companies to provide this service and to transfer the Council's delegable building control functions into these companies. Cabinet also confirmed that the remaining non delegable statutory building control functions could be provided by one of the participating local authorities (termed "LA1") within the joint service.

3.5 For clarity, a holding company and two subsidiary companies have now been incorporated:

Broste Rivers Ltd as the holding company;

Hertfordshire Building Control Ltd (formerly LA7) which undertakes delegable fee-earning but non-profit-making work such as site inspections and plan checking and non-fee-earning work such as dangerous structures within the joint administrative area;

The Building Control (Hertfordshire) Company Ltd (formerly H7) which can act like an approved inspector outside of the joint administrative area.

3.6 Hertfordshire Building Control Ltd is now fully operational. Staff were transferred from their original local authorities into the company in August 2016 and old IT systems have been replaced by a new cloud-based system that allows staff to

work from a variety of office spaces, at home and on-the-road. The new IT system also makes it possible for the seven co-operating authorities to now consolidate their statutory functions with one participating authority.

3.7 The business case explained the intention that one local authority would, by agreement, be defined as “LA1” to undertake non-delegable functions such as setting fees, making of any approvals, conditional approvals or rejection decisions, issuing of any certificates, consultation with statutory agencies, the keeping of statutory registers in respect of initial notices and the enforcement of unauthorised works, dangerous structures and demolitions.

3.8 However, with the passage of time and further development of the business case, there are a few differences between the original business case and what Cabinet are now asked to consider. These may be summarised as:

a) it has been confirmed that Three Rivers District Council intends to be “LA1” and this means our statutory powers would be transferred to them and they will be responsible for the sign-off and issue of statutory notices, certificates and other formal decisions (so called “competent functions”) on behalf of all seven co-operating authorities and also to manage the procedure for dangerous structures.

b) the mechanism of transfer of powers has been clarified, and will involve using the powers explained in the legal implications section of this report.

c) the original proposal of retaining a qualified building surveyor at LA1 to carryout “sign-offs” and other competent functions has been revised. Instead it is now proposed to employ a non building control qualified individual to carry out such “sign offs” but with a series of effective checks and balances to ensure quality control is maintained. This person will be employed by Three Rivers District Council. The managing director of Hertfordshire Building Control Ltd has confirmed that they recognise the direction of travel for building control quality following Dame Judith Hackitt’s interim report into the Grenfell tragedy. The main reason for not employing a qualified individual within LA1 is to ensure that ‘doing’ functions and ‘monitoring’ functions are properly delineated. Surveyors within the company will make a recommendation to LA1 officers, who then sign off the work, checking that the surveyor was qualified to make that recommendation and that the work was commensurate with their level of experience. Furthermore, the company has created an internal audit post to ensure adherence to an ISO 9001 quality process, in anticipation of the transfer of functions to Three Rivers District Council. The LA1 signatory will be the Head of Planning, and he/she will only sign off work when all of the above is satisfied. This is all explained to be much stronger than the previous arrangements in most councils, where surveyors were qualified but far less overview and scrutiny of their decision-making was in place.

d) Three Rivers District Council will employee a contract manager who will be responsible for carrying out the functions of the contract manager described in the Services Agreement and Inter-Authority Agreement and will act as lead contract manager and monitor the performance of Hertfordshire Building Control Ltd.

e) a Commissioning Panel made up of representatives from all the councils who have transferred powers to Hertfordshire Building Control Ltd and Three Rivers District Council will be formed and will be responsible for ensuring the contract manager performs within the terms of the agreements.

f) a charging regime will be agreed for certain functions, previously performed by the Council's building control officers (Appendix B)

g) a revised Services Agreement and Inter-Authority Agreement setting out how the shared building control service will operate

h) a revised set of resultant risks, as set out in this report.

3.9 As a result, Cabinet are now asked to consider the proposals and if in agreement recommend that the Council's statutory building control functions which cannot be lawfully be delegated to either of the subsidiary private companies should be transferred to Three Rivers District Council, who will act as LA1 and for the functions to be carried out in accordance with the Services Agreement and Inter-authority Agreement.

4 Legal Implications

4.1 Section 91 of the Building Act 1984 (the Act) states that local authorities (defined as District and Borough councils) are responsible for carrying into effect the requirements of the Act within their areas.

4.2 Local authorities are required to provide 'chargeable functions' and 'chargeable advice' in accordance with Building (Local Authority Charges) Regulations 2010. Section 5 defines that these include the passing or rejection of plans of proposed building works, the inspection of building work for which plans have been deposited and the consideration of building notices given to the local authority or reverted from an approved inspector. Section 6(3) asserts that the overriding objective is that the income derived from performing such functions and advice as nearly as possible equates to the costs incurred from doing so.

4.3 Trowers and Hamlins acted as legal advisors to the cross council project board during the formation of the joint service agreements. They advised that the transfer of statutory functions from each co-operating local authority to Three Rivers District Council acting as LA1 should take place under Section 5(2)(a) of the Local Authorities (Arrangements for Discharge of Functions) (England) Regulations 2012. Regulation 5 deals with the discharge of an executive's functions by another relevant authority or another relevant executive and section (2)(a) allows a person with power to make such arrangements to discharge functions which are the responsibility of this Council's executive (namely building control) to another relevant authority's executive (namely Three Rivers District Council).

<u>Inter-Authority Agreement</u>

4.4 It is intended that the relationship between the seven co-operating authorities and Three Rivers District Council acting as LA1 will be informed by an Inter-Authority Agreement. The Agreement sets out a number of collaborating principles such as a spirit of mutual cooperation, equality of treatment, accountable and transparent decision-making and effective, efficient and economical performance. It also contains sections relating to payments, intellectual property, confidentiality, freedom of information, data protection, dispute resolution and termination.

4.5 It is proposed that an authorised individual at Three Rivers District Council acting as LA1 will be the lead contract manager with Hertfordshire Building Control Ltd on behalf of the seven authorities.

4.6 It is proposed that one representative from each of the seven authorities will act as a representative and together they will form a Commissioning Panel to oversee the work of the lead contract manager. Chairmanship of the Commissioning Panel will rotate by Local Authority on a yearly basis in ascending alphabetical order.

4.7 It is proposed that the Agreement be in place for a minimum period of 36 months. After that date the co-operating authorities may agree to sign another agreement with Three Rivers District Council to act as LA1 or for any other co-operating authority that may wish to do so to act as LA1.

Services Agreement

4.8 It is intended that the relationship between Three Rivers District Council acting as LA1 and Hertfordshire Building Control Ltd will be informed by a Services Agreement. This states that Hertfordshire Building Control Ltd will supply the co-operating local authorities with a comprehensive, pro-active and professional service. It also contains sections relating to health and safety, equality and diversity, human rights, equipment, licences, confidentiality, freedom of information, data protection, anti-bribery and corruption, insurance, liability and termination.

4.9 The Agreement sets out the expected service levels of the company in respect of performance, indicators, workloads, financial monitoring, site inspections, records and dangerous structures attendance. In particular it is stated that Hertfordshire Building Control Ltd will achieve performance standards in the latest edition of the DCLG Building Control Performance Standards Guide and will adhere to the Local Authority Building Control (LABC) Code of Conduct at all times. There is also an ongoing obligation to identify new or potential improvements in accordance with the Building (Local Authority Charges) Regulations 2010.

4.10 The Agreement states that Hertfordshire Building Control Ltd will provide the LA1 and the Commissioning Panel with periodic performance reports. It will also immediately notify of any service failures, provide a remediation plan, carry out the actions in that plan and deploy resources and take all necessary action to rectify or prevent the failure from recurring.

5 Financial Implications

5.1 The Council loaned Broste Rivers Ltd £107,000 to establish itself and its subsidiary companies. Interest is being repaid at 4%, and the principal amount is expected to be repaid in instalments in future years.

5.2 From April 2018, the Council will be paying around £28,000 per annum towards the costs of the statutory functions and the lead authority costs. Of this, £15,000 will be towards the cost of running statutory services, including maintaining a list of competent persons, an out-of-hours dangerous structures service, assessing, authorising and responding to initial notices. The remaining £13,000 will be a contribution towards the costs of LA1 as the lead authority. It should be noted

that the costs have been apportioned equally between all seven participating authorities.

5.3 It should be noted that Hertfordshire Building Control service is currently based at Campus West Tower, from which the Council is receiving a market rent. They have expressed a desire to expand their office space and is currently in discussion with the Council, therefore it is possible that the rental income to the council may increase as a result.

5.4 The service prior to the creation of the company, excluding internal charges, generated around £10,000 per annum for the Council.

5.5 This arrangement has increased resilience for the Council, which had an aging workforce prior to this arrangement coming into force. This in turn has mitigated the risk of significant agency spend on the Council's Building Control functions, which other local authorities had already seen being incurred prior to this arrangement.

5.6 Other statutory Building Control Services will be chargeable on a case-by-case basis as set out in Appendix B, for which the Council has retained a budget within building control to fund these works.

Fee Setting

5.7 In terms of fee setting, the Services Agreement states that fees should as nearly as possible equate to the costs of providing the service. It is proposed that Hertfordshire Building Control Ltd will prepare a Joint Services Authority Agreement, to be screened by LA1 and then by the Commissioning Panel.

5.8 The Agreement will set out hourly fees for:

1) chargeable functions and chargeable advice as defined by the Building (Local Authority Charges) Regulations 2010, to be paid by service users.

2) 'zero chargeable transaction services' defined in the Building (Local Authority Charges) Regulations 2010 as the first hour of chargeable advice and chargeable functions or chargeable advice in respect of building work solely for disabled persons, to be paid by the relevant local authority.

3) an out-of-hours emergency dangerous structure service, to be paid for by each local authority.

4) services that individual cooperating authorities may wish to procure from Hertfordshire Building Control Ltd such as events safety, fire safety audits, energy audits and emergency planning.

5.9 These fees will be based on the costs incurred by Hertfordshire Building Control Ltd in carrying out delegable functions and the costs incurred by Three Rivers District Council acting as LA1 in carrying out statutory functions. Hertfordshire Building Control Ltd is planning to unify the fees across a number of authority areas and this report is seeking delegated authority to negotiate and agree the fees going forward.

6 Risk Management Implications

6.1 The purpose of building control is to ensure that national building regulations such as structural, electrical and fire safety are complied with to keep the public safe.

6.2 Post the tragic Grenfell Tower fire, the Government has asked Dame Judith Hackitt to provide an independent review[1] to "assess the effectiveness of current building and fire safety regulations and related compliance and enforcement issues, with a focus on multi occupancy high rise residential buildings". The Review's 2 key priorities are to develop a more robust regulatory system for the future and provide further assurance to residents that the buildings they live in are safe and remain safe. While the Review will cover the regulatory system for all buildings, it will have a specific focus on multi occupancy high rise residential buildings. Obviously the outcome of this review, which is at yet unknown, may be relevant to the way building control regulation works in future.

6.3 All of the professional building control surveyors within the joint service are employed by Hertfordshire Building Control Ltd (LA7). It is these officers who will assess applications against national regulations to ensure that buildings are safe, however the strict legal position is that as non-delegable functions cannot be provided by a private company, these officers cannot "sign off" such applications.

6.4 As noted in 3.8(c) above, the business case appended to the August 2016 Cabinet report originally proposed that LA1 should be staffed by a building control professional who will be responsible for issuing legal "sign off" certificates. However it is now proposed that Three Rivers District Council do not intend to employ any professionally qualified building control surveyors to act as LA1 or within the Commissioning Panel. The emphasis in the Services Agreement and Inter-Authority Agreement is instead on policies and procedures to ensure that the advice provided by Hertfordshire Building Control Ltd is professional and robust, in order that non-specialised officers within LA1 who have been given the legal responsibility are reassured they can signed it off. This is important as the call for evidence for the Hackitt Review[2] described above includes investigating the competencies, qualifications, training, accreditation and resourcing of those who are required to comply with or enforce the building regulations. Furthermore legal advice to the project board from Trowers and Hamlins states that exercise of the non-delegable functions must involve some active consideration of the decision, not just pure rubber stamping. The latest proposals from Three Rivers District Council acting as LA1 are that all decisions will be signed off by their Head of Regulatory Services. Officers intend to devise a risk matrix process whereby more complex building control applications will undergo a more complex process of scrutiny. They also intend to invite SIAS[3] and LABC[4] to audit these proposed processes and engage with the HSE[5] to seek their views as to robustness. As this is a clear departure from the previous method of operation and the proposed original business case and means that "sign off" certificates

[1] https://www.gov.uk/government/publications/independent-review-of-building-regulations-and-fire-safety-terms-of-reference

[2] https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/644139/The_call_for_evidence_for_the_independent_Review_of_Building_Regulations_and_Fire_Safety.pdf

[3] Shared Internal Audit Service

[4] Local Authority Building Control

[5] Health and Safety Executive

issued on behalf of this Council will be issued by an officer who is not a qualified building control surveyor, Cabinet are asked to specifically note this as part of their decision-making.

6.5 The Services Agreement allows for audits of Hertfordshire Building Control Ltd's premises, personnel and relevant records as may reasonably be required.

6.6 It is intended that Hertfordshire Building Control Ltd will carry out the practical side of enforcement for unauthorised works, dangerous structures and demolitions and operate an out-of-hours emergency dangerous structure services on behalf of the cooperating authorities, so far as the law allows, with any sign off decisions being made by Three Rivers District Council. However, the fees for such work arising within the Borough will be charged to this Council. It then will be a matter for this Council to seek to reclaim such costs from the land or property owner, as such action cannot be initiated by a third party on behalf of the lead party. In some circumstances there is a risk that this Council may fail to reclaim such costs and must therefore be prepared to write-off such debt.

6.7 Hertfordshire Building Control Ltd has been granted admitted body status by the pensions authority to enable all existing employees to continue to contribute to the local government pension scheme. Accordingly, this Council will continue to be responsible for any existing pension strain for each qualifying employee up until the point of transfer and will be responsible for meeting any deficits at the point of each member of staff retiring. The Council is required to indemnify the pensions authority on this basis.

6.8 A significant amount of work has been undertaken in connection with this project with the aim achieving a more resilient, responsive and cost effective building control service across the partner authorities. Whilst the proposals set out in this report do present some risks, especially in light to the inability to delegate all functions to a private company, there is also a risk that to exit from the project at this stage would not result in an equally more resilient, response or cost effective service for the Borough.

7 Security and Terrorism Implications

7.1 There are no specific security or terrorism implications associated with this report, however the out-of-hours service provided by building control officers for dangerous structures is a valued part of the emergency response across Hertfordshire.

8 Procurement Implications

8.1 The agreements commit the Council to obtaining building control services in accordance with the agreements. If the Council requires a service which is in the scope of additional charges (Appendix B) then the agreement commits the council to obtaining that service from the building control company. So long as the companies remain 'Teckal' compliant (in summary, wholly controlled by the owner councils, under the direction of the owner councils and where at least 80% of company turnover is for its owner councils) then an exemption can be claimed against procuring these services externally.

9 Climate Change Implications

9.1 There are no specific climate change implications associated with this report, although it should be acknowledged that national building regulations cover the efficient use of energy and water.

10 Link to Corporate Priorities

10.1 The subject of this report is linked to Priority 1 “to maintain a safe and healthy community” and is linked to statutory provisions under building control legislation.

11 Equalities and Diversity

11.1 It is understood that equality impacts would have been considered as part of the original business case and that no differential impacts were identified. It should be noted that building control has a role in connection with the enforcement of building regulations regarding disabled access.

Nick Long
Executive Director (Public Protection, Planning and Governance)
February 2018

Appendices:

A. Schedule of powers to be transferred
B. Functions which will be provided at chargeable hourly rate

Background Papers:

Joint Building Control Service, Cabinet 7 July 2015 (restricted)
Joint Building Control Service, Cabinet 2 August 2016 (restricted)

APPENDIX A

The Local Authorities (Arrangements for Discharge of Functions) (England) Regulations 2012 Section 5(2)(a)

Functions to be transferred from Welwyn Hatfield Borough Council to Three Rivers District Council

Function	**Relevant statutory provision**
Receiving applications submitted in respect of the Building Regulations 2010	Building Act 1984 Building Regulations 2010
Processing, passing, rejecting full plans applications within statutory timescales	Section 16 of Building Act 1984 Section 5(1)(a) Building Regulations 2010
Advising on the viability of the building notice application	
Undertaking investigations and advising in respect of applications for a Regularisation Certificate	Section 5(1)(b) Building Regulations 2010
Undertaking site inspections to ensure regulatory compliance	Section 5(1)(b) Building Regulations 2010
Recommending the issuing of statutory notices relating to applications and site visits	
Recommending enforcement action through the statutory process	Section 35 Building Act 1984
Recommending outcomes relating to initial notices received from Approved Inspectors	Section 5(1)(e) Building Regulations 2010
Retaining a repository of notifications from people on the competent person scheme	Schedule 1 Building Regulations (Amendment) 2015
Dangerous structures, including out-of-hours provision	Section 76-83 Building Act 1984
Demolitions	Section 76-83 Building Act 1984
Fix charges	Section 3(1) Building Regulations 2010
Requirement to consult fire authority	Section 15 Building Act 1984
Requirement to consult water authority	Section 18 Building Act 1984
Powers of entry	Section 95 Building Act 1984
Duties of local authority, including keeping a register of information and documents	Section 91-94 Building Act 1984

APPENDIX B

As set out in the Services Agreement, all other delegable building control services which may be procured from Hertfordshire Building Control Ltd directly, including but not limited to:

(a) P2 Housing returns to CLG

(b) The Party Wall etc Act (1996)

(c) Safety at sports grounds

(d) Events safety

(e) Monitoring planning conditions

(f) Local land searches

(g) High hedges

(h) Street naming and numbering

(i) Fire safety audits

(j) Access audits

(k) Energy audits

(l) Emergency planning

(m) Disabled facilities grant work

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Part I
Item No: 7(b)
For Decision

WELWYN HATFIELD BOROUGH COUNCIL
CABINET – 6 MARCH 2018

Recommendations from the Cabinet Housing Panel on 22 January 2018:-

40. TENANCY POLICY AND FLEXIBLE TENANCY POLICY:

This report is being brought back to Cabinet after the decision to approve the policy was deferred from the council meeting held on 21 February 2018. The decision was deferred from the council meeting pending clarification on whether any future changes to procedures in relation to this policy would need to be referred back to Cabinet Housing Panel for approval.

This report therefore clarifies the nature of the decision which Cabinet is being asked to make in respect of this Policy, prior to the policy being re-presented to council for approval.

Background

The report of the Executive Director (Housing and Communities) was presented to Cabinet Housing Panel on 22 January seeking authority to update the Council's Tenancy Policy which included the removal of references to the Housing Trust and also to align the policy with the Tenancy Strategy which was published in 2013.

The previous tenancy policy had been approved in April 2012 by the Housing Trust's Board.

The Council had been granting five year flexible term tenancies since November 2013 and the review process for these had been due to commence in November 2017. Now that this process was about to commence on current tenancies, the functional details of the review process have been identified, including reporting, and had been updated in a new, separate, procedural document to provide better guidance for staff who would be carrying out the reviews.

There were no changes in the updated policy to the grounds for refusing to renew a flexible tenancy at the end of the five year term. These were the same as already approved in April 2012.

The legally mandated procedural guidance for tenants who wished to seek a review of a decision not to renew a flexible tenancy was now also in a separate document that could be issued to tenants separately on request.

Members received a tabled document, which identified the changes made to the original Tenancy Policy, dated April 2012.

Members were of the view that any future amendments to the flexible tenancy review procedure made in line with any future legal changes or changes in procedure should be brought back to the Panel and delegated powers not be given to the Executive Director, (Housing and Communities).

Following discussion Members agreed that further information on the assessment of financial assessment, including trigger points relating to income levels, savings, investments or equity be brought to a future meeting of the Panel.

RESOLVED:

(1) That the revised policy be recommended to Cabinet for adoption by the Council.

(2) That the procedure document be brought back to the Panel for consideration before any future amendments to the flexible tenancy review procedure were made.

(3) That further information on the assessment of financial assessment, including trigger points relating to income levels, savings, investments or equity be brought to a future meeting of the Panel.

Part I
Main author: Annette Benson
Executive Member: Mandy Perkins
All Wards

WELWYN HATFIELD BOROUGH COUNCIL
CABINET HOUSING PANEL – 22 JANUARY 2018
REPORT OF THE DIRECTOR (HOUSING & COMMUNITIES)

TENANCY POLICY AND FLEXIBLE TENANCY PROCEDURE

1 Executive Summary

1.1 The purpose of this report is to seek authority to update the Council's Tenancy Policy to remove references to the Housing Trust and also to align the policy with the Tenancy Strategy which was published in 2013.

1.2 The previous tenancy policy was approved in April 2012 by the Trust's board.

1.3 The Council has been granting five year flexible term tenancies since November 2013 and the review process for these is due to commence in November 2017. Now that this process is about to commence on current tenancies, the functional details of the review process have been identified, including reporting, and have been updated in a new procedural document to provide better guidance for staff who will be carrying out these reviews

1.4 There are no changes in the updated policy to the grounds for refusing to renew a flexible tenancy at the end of the five year term. These are the same as already approved in April 2012.

1.5 Appendix 1 shows the current Tenancy Policy of 2012.

1.6 Appendix 2 shows the updated Tenancy Policy of 2017.

1.7 Appendix 3 shows the new review procedure guide for staff.

2 Recommendation(s)

2.1 That members recommend the revised policy to Cabinet for adoption by Council.

2.2 That the Director (Housing and Communities) is given delegated authority, in consultation with the Executive Member for Housing, to amend the flexible tenancy review procedure in future in line with any future legal changes.

3 Explanation

3.1 The Tenancy Policy sets out the Council's own policy regarding the type of tenancies to be issued in its housing stock. This includes the issuing of flexible tenancies to the majority of new tenants other than the five exempt groups:

1) People moving into sheltered housing.
2) People moving into a home specifically adapted for their needs.
3) Existing tenants who are moving to a smaller home (downsizing).

4) Existing tenants who already have a secure tenancy granted before 01 April 2012 and who transfer to another Council home.

5) Existing tenants who already have a secure tenancy granted before 01 April 2012 and move via mutual exchange to a property with a flexible tenancy already in place.

3.2 Flexible term tenancies enable the Council to tackle under-occupation by ensuring that households whose flexible term is coming to an end are adequately housed based on their need. There is a presumption that the vast majority of tenancies will be renewed.

3.3 The review of flexible tenancies starts in the last year of the 5 year tenancy period, this process is clearly set out in the procedural guidance that will be used by staff.

3.4 The Tenancy Policy supports the Council's corporate priority "Meet the Borough's Housing Need" and allows the Council to effectively manage the borough's housing stock.

3.5 Since November 2013 we have issued the following tenancies:

Tenancy type	Number
Secure tenancies, general needs stock (transfers)	464
Secure tenancies, sheltered accommodation (lettings & transfers)	499
Secure tenancies by mutual exchange	349
Five year flexible tenancies by mutual exchange	18
Five year flexible tenancies, general needs stock (lettings)	930
TOTAL	**2260**

3.6 There are 58 tenancies which need to be reviewed in the period November 2017 to May 2018. We are writing to each tenant to advise them of the review process based on the current tenancy policy and will be carrying out the review once the updated policy has been approved.

3.7 The main focus of this policy review was to ensure that the Tenancy Policy was more consistent and aligned to the Tenancy Strategy and other associated policies.

What has been updated / changed:

3.8 When the Tenancy Policy was agreed in 2013, it referred to the Housing Trust as carrying out the review processes. All references to the Trust have now been removed. *(See existing policy, as appended)*

3.9 The revised policy has also been updated to take out procedural detail from the current policy as this is not considered appropriate for a policy document. This information has then been developed into a procedural document as appended.

3.10 The legally mandated procedural guidance for tenants who wish to seek a review of a decision not to renew a flexible tenancy is now also in a separate document that can be issued to tenants separately on request. *(See review procedure, as appended)*

3.11 The Allocations Policy included information on offering a two year flexible tenancy in cases where a tenant is asked to move to smaller accommodation, but where the tenant is unable to find this accommodation before the end of the five year term. This has now been included in the Tenancy Policy.

Implications

4 Legal Implication(s)

4.1 Under the Localism Act 2011 every local authority must publish a Tenancy Strategy in place by January 2013. The Tenancy Policy is required to guide staff and inform the public on what type of tenancies are granted in the Council's own housing stock. The Tenancy Policy must be aligned to the Tenancy Strategy.

5 Financial Implication(s)

5.1 There are no financial implications as a result of this policy review as the processes will be carried out by existing staff as part of their day to day activities.

6 Risk Management Implications

The risks related to this proposal are:

6.1 Legal compliance and reputational risk - The revised policy is clearer and there is greater transparency for both staff and tenants and therefore this should mitigate any risks for the Council.

7 Security & Terrorism Implication(s)

7.1 None

8 Procurement Implication(s)

8.1 None

9 Climate Change Implication(s)

9.1 None

10 Link to Corporate Priorities

10.1 The subject of this report is linked to the Council's Corporate Priority "Meet the Borough's Housing Need" and specifically to the requirement to effectively manage the borough's housing stock.

11 Equality and Diversity

11.1 An Equality Impact Assessment (EIA) has been carried out in connection with the proposals that are set out in this report.

11.2 No negative impact was identified on any of the protected groups under equalities legislation.

Name of author	Annette Benson / Stuart Pearson
Title	Housing Systems Consultant / Head of Housing Operations
Date	30 November 2017

Background papers to be listed (if applicable)

Appendix 1 - Current Tenancy Policy

Appendix 2 - Updated Tenancy Policy

Appendix 3 - Flexible Tenancy Review Procedure

Tenancy Policy

1. **Date of policy:** April 2012

2. **Policy Review date:** Annual

3. **Responsibility:** Director of Operations

4. Scope of Policy

4.1 Welwyn Hatfield Community Housing Trust (the managing agent) delivers housing and related services on behalf of Welwyn Hatfield Council (the landlord). This Policy sets out which tenancies Welwyn Hatfield Community Housing Trust, working on behalf of Welwyn Hatfield Council, will offer to new council tenants from 1 July 2013 onwards.

4.2 This Policy sets out how **flexible tenancies will be used,** as provided for by the Localism Act 2011. The Policy includes details of when a flexible tenancy will be granted and when it will be brought to an end.

4.3 This Policy also sets out how other tenancy-related changes will be dealt with, as provided for in the Localism Act 2011. These include changes to the rules about tenancy successions and demotions.

5. References to other Policies

Welwyn Hatfield Council has published an Allocations Policy and an Overcrowding and Underoccupation Strategy. These should be read in conjunction with the Tenancy Policy. A copy of each of these policies can be obtained from Welwyn Hatfield Council's website www.welhat.gov.uk or the Housing Trust's website www.welhat-cht.org.uk. Printed versions of these policies can also be requested by contacting a local housing office at 51 Bridge Road East, Welwyn Garden City or 30-32 Town Centre, Hatfield.

6. Introduction

6.1 Welwyn Hatfield Community Housing Trust (the Housing Trust) manages the homes owned by Welwyn Hatfield Council (the Council). All social landlords (including local authorities and housing associations) are required to comply with the provisions set out in the Localism Act 2011. The Act makes provision for social landlords to offer 'fixed term' tenancies (housing associations) or 'flexible' tenancies (local authority landlords). Unlike the previous secure tenancies granted by local authorities, the new flexible tenancies will not offer a home for life and will be granted for a fixed period of time, after which the tenant's circumstances will be reviewed.

6.2 Welwyn Hatfield Council has published a Tenancy Strategy which sets out guidance for all social landlords in the borough about the use of flexible tenancies (council owned homes) and fixed term tenancies (housing associations). This Policy complies with the guidance set out in the Tenancy Strategy.

6.3 The government has published a new Tenancy Standard. This policy meets the requirements of the Tenancy Standard.

6.4 This Policy sets out:

- Our approach to using flexible tenancies.
- The type of information which we will provide to new tenants and housing applicants, to inform them of the new flexible tenancies and the circumstances in which they will be granted.
- When we will end a flexible tenancy and the process which will be followed when a flexible tenancy is being ended.
- The arrangements for tenants who are transferring to another tenancy (either with the same or another social landlord) and what will happen when a mutual exchange takes place.
- Information about tenants' rights to request a review of our decision to grant or end a flexible tenancy.
- Details of changes to the way in which we manage successions of tenancy and tenancy demotions, following changes to the law.

6.5 The Council's Tenancy Agreement has been reviewed to reflect the changes to the law. The Tenancy Agreement sets out in detail the Housing Trust's/Council's obligations to tenants in relation to all aspects of the tenancy, including arrangements for granting and ending a flexible tenancy.

7. Who this Policy applies to

The new arrangements for creating flexible tenancies will apply only to new tenants. However the Policy should also be read by existing tenants so that they are aware of what will happen if they move to another home whether it is owned by their current landlord (the Council) or another social landlord.

8. What tenancies will we offer new tenants?

From 1 July 2013 most new council tenants will be granted a five-year flexible tenancy. However some tenants will continue to be granted a secure council tenancy. A secure council tenancy will be granted where the property into which they are moving is sheltered accommodation or other accommodation which has been specially designed or adapted to meet a households member's needs, for example a long-term disability. We will publish an up to date list of all the council homes for which a life-time secure tenancy will be given. Tenants will be notified in writing by us of the type of tenancy which they will be given. We will also offer a secure tenancy to tenants who are 'downsizing' from larger to smaller accommodation, where the smaller accommodation has two bedrooms or less.

9. **What happens when the five-year term of a flexible tenancy has elapsed?**
At the end of the five year term of the tenancy the tenant will either:

9.1 Be allowed to stay in their home – where this is the case they will be granted a new five-year flexible tenancy *or*

9.2 Be asked to move to a smaller home – where they no longer need the size of home they are living in, for example where children have grown up and left home *or*

9.3 Be asked to move out of their home and either rent a home privately or buy a home (this could include buying a home through shared ownership or another form of low cost home ownership).

10. **When will tenants find out what will happen at the end of the five-year term?**
During the last year of a five-year flexible tenancy a number of things will happen:

10.1 *10-12 months before the end of the five-year term*
We will advise tenants in writing that we are going to review the tenant's household circumstances to identify whether or not their home still meets their needs. A visit may be carried out to the tenant's home to find out more information as part of this process. The tenant will be asked to give the reason/s why they should be able to remain in their home and we will work with the tenant to identify the best possible housing solution for the tenant and their household.

10.2 *No later than 6 months before the end of the five-year term*
We will advise tenants in writing of our decision. The decision may be to:

- Grant a new five-year tenancy *or*
- End the flexible tenancy/require the tenants move to smaller socially rented accommodation (subject to availability of smaller accommodation).

Where the decision has been made to end the tenancy we will:

- Give the reason/s for our decision.
- Provide information on the tenant's right to request a review of our decision and the date by which the tenant must request the review.
- Offer the tenant a meeting with a Housing Officer to discuss our decision and other housing options for the tenant. Other options could include low cost home ownership, intermediate/market rent properties owned by a social landlord or private rented properties.
- Provide a written guide on other housing options.
- Where a tenant is moving to a smaller home, provide support and assistance, as available at the time of the move.

10.3 No later than *10 weeks before the end of the five-year term*

- We will write to the tenant, giving formal notice that the tenancy will end and the earliest date that the tenancy will end.
- The tenant will be given information on how to seek a review against our decision.
- We will offer to arrange a meeting between the tenant and their Housing Officer or Housing Options Officer to discuss their future housing options as set out in 10.2 above.

- Tenants may be referred to outside agencies that will be able to give the tenant professional, specialist advice, based on their individual circumstances. This could include an independent financial advisor or the Citizens Advice Bureau.
- We will begin court proceedings to end the tenancy.
- Where a tenant is moving to a smaller home, we will provide support and assistance, as available at the time of the move.

11. The legal process for ending a flexible tenancy

11.1 We will have to apply to the court to end the tenancy.

11.2 The court can only refuse to give possession back to us where we have not followed the correct procedure as set out above, or where the court is of the view that our decision is not lawful.

12. Where a new tenancy is being granted

We will make arrangements for the tenant to sign a new five-year Tenancy Agreement.

13. Where the tenant is required to move to smaller accommodation

- We will offer the tenant a meeting if they require it, or written information on the process for applying for smaller accommodation.
- We will offer to provide help in bidding for another property through its choice based lettings scheme 'Herts Choice Homes'.
- We will provide assistance in moving. The type of assistance provided will depend upon Housing Trust policy at the time the move takes place.

14. Under what circumstances will the Housing Trust end a flexible tenancy at the end of the five-year term?

14.1 Under-occupation of the property

The main reason for ending a flexible tenancy will be where the property is under-occupied. In deciding whether the property is under occupied we will take into account the needs of the household members, local housing need and availability of housing. Generally households will not be able to remain in the property where they have two or more spare bedrooms, however each case will be considered on its own merit. The Housing Trust will discuss the household's requirements with the tenant and assess the size of the property and family composition. The assessment will also consider whether any adaptations or special features to the property are still needed and if so, whether they can be carried out to another (smaller) property.

Note: In the event that a new tenancy is offered in a property where there is one spare bedroom and where the tenant is of working age, they will be advised by their Housing Officer that whilst we will grant a new five-year flexible tenancy, if they are on receipt of Housing Benefit they will, except in extenuating circumstances, be on a reduced benefit rate. This is because of changes to the welfare benefit system introduced by the government. On this basis the tenant may decide to apply to transfer to a smaller home. Where they do so, they may be given a secure tenancy in their new home. (Please refer to point 15.3)

14.2 Breach of tenancy conditions

A flexible tenancy may be ended where there is formal legal action being taken against the tenant by us because they have breached the terms of their tenancy agreement. This will apply only where a Suspended or Full Possession Order has been awarded. In the case of a

Suspended Possession Order (SPO) this can be grounds for ending a flexible tenancy where the terms of the SPO are not being met by the tenant and the Housing Trust's intention is to apply for a Full Possession Order

14.3 Financial circumstances
We may end a flexible tenancy where the applicant has sufficient resources to provide their own accommodation, taking into account current market conditions. This process will include taking into account any special circumstances which the household may have, for example, disability or other support requirements.

In carrying out our assessment we will consider the following:

- Household income, including benefits and pensions
- Savings and investments
- Household size and circumstances
- Type of property and size needed to meet the household's needs
- Outstanding debts
- Ability of the applicant to secure a mortgage

We will look further at a tenant's financial situation where the household's income or savings have reached set levels. These are regularly reviewed and can be viewed on our website.

Where the tenant's income or savings exceed the levels set, but where there are reasons why it would not be possible for the tenant to secure a mortgage for a house purchase, other options may be explored. These include private renting and other home ownership options, such as shared ownership and government backed equity schemes.

A tenant's financial circumstances will be one of the issues discussed with the tenant in the period running up to the end of the flexible tenancy – see point 10 above.

Further information about how we carry out the financial assessment is included in our Housing Allocations Guidelines. Details of how to obtain a copy of these Guidelines are set out at the end of this document.

15. The exceptions: when we will still grant secure tenancies after 1 July 2013

After 1 July 2013 some new tenants will still be offered a secure (lifetime) tenancy. These include:

15.1 People who are moving into sheltered housing (this includes new tenants and tenants moving from a 'general needs' home or from other sheltered housing). We will publish a list of properties which are eligible.

15.2 People moving into a home specially designed/designated for a special needs group, for example, for people with mental health or learning disabilities.

15.3 Existing tenants (whether they have a secure or flexible tenancy) who are 'down-sizing' from three bedroom or larger properties into a two or one bedroom property or tenants who are downsizing from a two bedroom to a one bedroom/bedsit property.

15.4 Existing tenants who already had a secure tenancy granted before 1 April 2012 and who transfer to another home owned by Welwyn Hatfield, or another council or housing association. **Important note:** This does not apply to tenants granted a secure tenancy

after 1 April 2012. (The date on which the relevant section of the Localism Act comes into force). It also does not apply to tenants who choose to transfer to a housing association home let on affordable rent[1] terms.

15.5 Existing tenants who already had a secure tenancy granted before 1 April 2012 and who arrange to move through the mutual exchange scheme.
Important note on transfers and mutual exchanges: The secure tenancy will not be protected where the property which the secure tenant is moving into is let at affordable rent, intermediate rent, market rent, is a mortgage rescue property or a shared ownership lease.

16. **How can a tenant end a tenancy during the fixed-term of a local authority flexible tenancy?**
A tenant must give four weeks' notice in writing to end a flexible tenancy.

17. **How and when can we end a tenancy during the fixed term of a flexible tenancy?**
Where a tenant breaks their tenancy conditions we will use the same legal measures as for secure tenants.

18. **The process for requesting a review of our decision to grant or end a flexible tenancy**

18.1 As required by the Localism Act 2011 we have a review process where there has been a challenge to our decisions about flexible tenancies. The law says that decisions which can be challenged are:

1. The length of flexible tenancy granted. This may only be requested where the length of the term does not reflect the provisions of this Tenancy Policy.
2. Our decision to end a flexible tenancy at the end of the five-year term.

Tenants have a right to request a review in these cases.

18.2 The review process to be followed when a new tenant disagrees with our decision to grant a five-year flexible tenancy

18.2.1 The flexible tenancy will start, to ensure that the tenant secures the property which they successfully bid for through the choice based lettings process. Where the tenant refuses to start the tenancy on the basis offered by us, the property will not be held for them and it will be offered to another bidder.

18.2.2 The tenant will have 21 days from the date the tenancy is offered to appeal against the type and/or length of the tenancy being offered. The review procedure will then follow the process set out below in 18.3.3 -18.3.11

18.3 The following review process is in place for when a tenant disagrees with our decision not to grant another tenancy at the end of the five year flexible tenancy:

[1] 'Affordable rents' were recently introduced by the government to provide more money to build new social housing. Under the affordable rent scheme housing associations can charge up to 80% of the market rent for selected properties to provide this additional income. All new homes built with government grant must be let on affordable rents and all affordable rent properties must be let on a fixed-term basis.

18.3.1 The tenant can seek a review after they have been informed in writing of the decision to end the flexible tenancy.

18.3.2 The tenant must request the review at least 21 days before the stated end of the tenancy.

18.2.3 Welwyn Hatfield Community Housing Trust will carry out the review on behalf of Welwyn Hatfield Council. In the first instance the tenant may request the review either in writing or by attending a meeting with their Housing Officer or other appropriate representative of the Housing Trust's Housing Management Team. The tenant will be encouraged to provide as much information as possible about the reason/s why they are requesting a review.

18.3.4. The Housing Officer will refer the case to Head of Housing Management within 24 hours of being informed by the tenant that they wish to appeal. In the absence of the Head of Housing Management the matter will be referred to the Housing Trust's Director of Operations.

18.3.5 The review will be carried out by Housing Trust's Head of Housing Management. If the Head of Housing Management is not available to carry out the review, the review will be carried out by the Director of Operations. The person carrying out the review is known as the Reviewing Officer.

18.3.6 The tenant will be asked to complete a Review Form, setting out the reasons for requesting the review. If the tenant has already given all their reasons to the Housing Trust (see 18.2.3 above), the tenant will be required to confirm in writing that they do not wish to add any further information.

18.3.7 The tenant may make their own written representation or can ask someone else to do it on their behalf. The tenant will be asked to provide the name and address of the person who is requesting the review on their behalf.

18.3.8 The tenant will be required to return the completed Review Form within 14 days of receiving it. However this time limit may be extended, at the discretion of the Reviewing Officer.

18.3.9 The reviewing officer will complete their review within 56 days from when the appeal was requested. This may be extended where the tenant's 14 day time limit for completing the Review Form has been exceeded. Where this is extended the Reviewing Officer will notify the tenant of this in writing.

18.3.10 When the review has been completed the Reviewing Officer will send the tenant a conclusion letter, setting out the outcome of the review and the reason/s why the review is/is not resulting in a change to the original decision.

18.3.11 There are no further stages to the review process and where the tenant disagrees with the outcome of the review we will advise the tenant to seek independent legal advice if they wish to pursue the matter further. This should be included in the conclusion letter.

19. How we will provide information about flexible tenancies

19.1 The new approach to flexible tenancies will be promoted by the Housing Trust in 'Your Voice', on the Housing Trust's and Council's websites, and through a poster campaign in the Housing Trust's offices at Bridge Road East and Hatfield Town Centre. The Housing Trust's 'Tenancy and Estate Management Service Standard' will be reviewed in consultation with service users, taking into account the new Tenancy Policy and the government's new Tenancy Standard, Tenants will be signposted to the Service Standard and this Policy document. These will be available in an electronic format from the Housing Trust's and Council's website and hard copy versions can be collected from the local area offices and sheltered housing schemes. Where tenants do not have access to the internet, or are unable to collect a hard copy, the Housing Trust will send a copy of the required publication/s by post.

19.2 Advertising properties through Herts Choice Homes
Where a property is designated as sheltered or specialist housing and therefore let on a secure tenancy, this will be indicated in Herts Choice Homes. The Housing Trust will keep an updated list of all properties which will be let on a secure tenancy. This list will be made available on its website and a hard copy can be requested from its area housing offices at Welwyn Garden City and Hatfield.

19.3 Providing information to new tenants
We will inform all new tenants of the type of tenancy they will be offered before they sign a Tenancy Agreement. This will be in the form of a letter. The Tenancy Agreement will clearly state the duration of the tenancy, together with details of the process for reviewing and ending tenancies, as set out in this policy.

19.4 Advice to tenants during their tenancy
Housing staff will be on hand to advise any tenant who is concerned that their tenancy may be ended. Advice will be given on the likelihood of a flexible tenancy not being renewed, on the basis of details of the household size, composition and circumstances at that time.

20. Other changes to tenancies arising from the Localism Act 2011

20.1 Succession rules

20.1.1 The Localism Act 2011 has changed the criteria for successions of tenancy. From 1 July 2013 all new Council tenants may only have one succession and this can only be to a spouse or partner. There will be no rights of succession to other family members.

20.1.2 Secure tenancies which began before 1 July 2013 will keep their existing rights to succession.

20.2 Demoted tenancies

20.2.1 What is a demoted tenancy?
Where a secure tenant does not keep to the terms of their Tenancy Agreement because they are engaging in anti-social behaviour, we may apply to the court for the tenancy to be demoted. If the court makes a Demotion Order the tenant is allowed to remain in their home, but they lose security of tenure, for a period specified by the courts. The Demotion Order will set out how the tenant will be expected to behave during the term of the demoted tenancy. Applying for a Demotion Order is only one of many types of court action we can take when a tenant does not keep to the terms of their Tenancy Agreement.

20.2.2 What happens at the end of a demoted tenancy?
If the tenant keeps to the terms of the Demotion Order, at the end of the demotion period the tenancy will either be:

1. Restored to a secure tenancy - where the tenant was a secure tenant before the tenancy was demoted *or*
2. Restored to a flexible tenancy - where the tenant had a flexible tenancy before the tenancy was demoted

20.2.3 How the demotion period counts towards the five-year term of a flexible tenancy:
When a flexible tenancy is re-instated following the successful completion of the demotion period we will include the demotion period in the overall length of the flexible tenancy. An example of how this works is shown below:

Length of flexible tenancy	= 5 years
Age of flexible tenancy when tenancy is demoted	= 2 years
Length of demoted tenancy (successfully completed)	= 1 year
Time remaining of flexible tenancy after demotion	= 2 years

We will explain this process before, during and at the end of the demotion period and provide written confirmation of this at the beginning and the end of the demotion period.

20.2.4 What happens if the tenant does not keep to the terms of the Demotion Order?
Where the tenant does not keep to the terms of the Demotion Order we will apply to the courts to end the tenancy and evict the tenant.

22. Stakeholder consultation and equality review

This Policy, the new Tenancy Agreement and Service Standard have been approved by Welwyn Hatfield Council's Tenants Panel. It has also been approved by residents who took part in a special consultation sessions. This has given residents the opportunity to review the policy, taking into account equality and diversity issues. The Housing Trust's Tenancy and Neighbourhood Management Service Standard will be reviewed on an annual basis in partnership with tenants. Any issues identified as a result of these processes are reflected in the final version of this Policy and will be taken into account when the Policy is reviewed on an ongoing basis.

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APPENDIX 2

WELWYN HATFIELD BOROUGH COUNCIL

Welwyn Hatfield Community Housing Trust

Tenancy Policy

1. **Date of policy:** April 2012, reviewed November 2017

2. **Next Policy Review date:** ~~Annual~~December 2019

3. **Responsibility:** Executive Director of ~~Operations~~Housing & Community Services

4. **Scope of Policy**

~~4.1 Welwyn Hatfield Community Housing Trust (the managing agent) delivers housing and related services on behalf of Welwyn Hatfield Council (the landlord).~~ This Policy sets out which ~~tenancies~~tenancy types Welwyn Hatfield ~~Community Housing Trust, working on behalf of Welwyn Hatfield Council,~~council will offer to new ~~council~~ tenants of its own stock from 1 July 2013 onwards~~.~~ and has been updated to reflect the start of the first flexible tenancy reviews.

~~4.2~~ This Policy sets out how flexible tenancies will be used, as provided for by the Localism Act 2011. The Policy includes ~~details of~~information on when a flexible tenancy will be granted and when it will be brought to an end.

~~4.3~~ This Policy also sets out how other tenancy-related changes will be dealt with, as provided for in the Localism Act 2011. These include changes to the rules about tenancy successions and demotions.

5. **References to other Policies**

Welwyn Hatfield Council has published an Allocations Policy and a Tenancy Strategy. These should be read in conjunction with the Tenancy Policy. A copy of each of these policies can be obtained from Welwyn Hatfield Council's website www.welhat.gov.uk ~~or the Housing Trust's website www.welhat-cht.org.uk.~~. Printed versions of these policies can also be requested by contacting a ~~local~~ housing office at ~~51 Bridge Road~~the Council Offices, Campus East, Welwyn Garden City or ~~30-32~~Hatfield Housing Office, white Lion House, Town Centre, Hatfield.

6. **Introduction**

~~6.1 Welwyn Hatfield Community Housing Trust (the Housing Trust) manages the homes owned by Welwyn Hatfield Council (the Council).~~ All social landlords (including local authorities and housing associations) are required to comply with the provisions set out in the Localism Act 2011. The Act makes provision for social landlords to offer 'fixed term' tenancies (housing associations) or 'flexible' tenancies (local authority landlords).

Unlike the previous secure tenancies granted by local authorities, the new flexible tenancies will not offer a home for life and will be granted for a fixed period of time, after which the tenant's circumstances will be reviewed.

Welwyn Hatfield ~~Council has published a~~Borough Council's Tenancy Strategy~~ which~~ sets out guidance for all social landlords in the borough about the use of flexible tenancies (council owned homes) and fixed term tenancies (housing associations). ~~-~~This Policy complies with the guidance set out in the Tenancy Strategy.

~~The government has published a new Tenancy Standard.~~ This policy meets the requirements of the Tenancy Standard.

This Policy sets out:

- ◊ Our approach to using flexible tenancies.
- ◊ The type of information which we will provide to new tenants and housing applicants, to inform them of the new flexible tenancies and the circumstances in which they will be granted.
- ◊ When we will end a flexible tenancy ~~and~~& the process ~~which~~that will be followed~~ when a flexible tenancy is being ended~~.
- ◊ The arrangements for tenants who are transferring to another tenancy (either with the same or another social landlord) and what will happen when a mutual exchange takes place.
- ◊ Information about tenants' rights to request a review of our decision to grant or end a flexible tenancy.
- ◊ Details of changes to the way in which we manage successions of tenancy and tenancy demotions, following changes to the law.

~~The Council's Tenancy Agreement has been reviewed to reflect the changes to the law.~~ The Tenancy Agreement sets out in detail the ~~Housing Trust's/Council's~~council obligations to tenants in relation to all aspects of the tenancy, including arrangements for granting and ending a flexible tenancy.

7. Who this Policy applies to

~~The new arrangements for creating flexible~~Flexible tenancies ~~will~~ apply only to new tenants.~~-~~ However the Policy should also be read by existing tenants so that they are aware of what will happen if they move to another home ~~whether it~~that is owned by ~~their current landlord (~~the ~~Council) or another social landlord.~~ council.

8. What tenancies will we offer new tenants?

From 1 July 2013 most new council tenants ~~will be~~are granted a five-year flexible tenancy~~. However~~ however some tenants ~~will~~ continue to be granted a secure council tenancy. ~~A secure council tenancy will be granted where the property into which they are moving is sheltered accommodation or other accommodation which has been specially designed or adapted to meet a households member's needs, for example a long-term disability. We will publish an up to date list of all the council homes for which a life-time secure tenancy will be given. Tenants will be notified in writing by us of the type of tenancy which they will be given. We will also offer a secure tenancy to tenants who are 'downsizing' from larger to smaller accommodation, where the smaller accommodation has two bedrooms or less.~~

We will inform all new tenants of the type of tenancy they will be offered before they sign a Tenancy Agreement. This will be in the form of a letter. The Tenancy Agreement will clearly state the duration of the tenancy, together with details of the process for reviewing and ending tenancies, as set out in this policy.

9. What happens when the five-year term of a flexible tenancy has elapsed?

At the end of the five year term of the tenancy the tenant will either:

9.1 Be allowed to stay in their home – where this is the case they will be granted a new five-year flexible tenancy – *or*

9.2 Be asked to move to a smaller home – where they no longer need the size of home they are living in, for example where children have grown up and left home – *or*

9.3 Be asked to move out of their home and either rent a home privately or buy a home (this could include buying a home through shared ownership or another form of low cost home ownership).

10. When will tenants find out what will happen at the end of the five-year term?

During the last year of a five-year flexible tenancy a number of things will happen:

10.1 *10-12 months before the end of the five year term*

We will advise tenants in writing that we are going to review the tenant's household circumstances to identify whether or not their home still meets their needs. A visit may be carried out to the tenant's home to find out more information as part of this process. The tenant will be asked to give the reason/s why they should be able to remain in their home and we will work with the tenant to identify the best possible housing solution for the tenant and their household.

10.2 *No later than 6 months before the end of the five year term*

We will advise tenants in writing of our decision. The decision may be to:

- Grant a new five-year tenancy – *or*
- End the flexible tenancy/require the tenants move to smaller socially rented accommodation (subject to availability of smaller accommodation).

Where the decision has been made to end the tenancy we will:

- Give the reason/s for our decision.
- Provide information on the tenant's right to request a review of our decision and the date by which the tenant must request the review.
- Offer the tenant a meeting with a Housing Officer to discuss our decision and other housing options for the tenant. Other options could include low cost home ownership, intermediate/market rent properties owned by a social landlord or private rented properties.

Provide a written guide on other housing options.

- Where a tenant is moving to a smaller home, provide support and assistance, as available at the time of the move.

10.3 No later than *10 weeks before the end of the five year term*

- We will write to the tenant, giving formal notice that the tenancy will end and the earliest date that the tenancy will end.
- The tenant will be given information on how to seek a review against our decision.

- ~~We will offer to arrange a meeting between the tenant and their Housing Officer or Housing Options Officer to discuss their future housing options as set out in 10.2 above.~~

~~Tenants may be referred to outside agencies that will be able to give the tenant professional, specialist advice, based on their individual circumstances. This could include an independent financial advisor or the Citizens Advice Bureau.~~

- ~~We will begin court proceedings to end the tenancy.~~
- ~~Where a tenant is moving to a smaller home, we will provide support and assistance, as available at the time of the move.~~

~~11. The legal process for ending a flexible tenancy~~

~~11.1 We will have to apply to the court to end the tenancy.~~

~~11.2 The court can only refuse to give possession back to us where we have not followed the correct procedure as set out above, or where the court is of the view that our decision is not lawful.~~

~~12. Where a new tenancy is being granted~~

~~We will make arrangements for the tenant to sign a new five-year Tenancy Agreement.~~

~~13. Where the tenant is required to move to smaller accommodation~~

- ~~We will offer the tenant a meeting if they require it, or written information on the process for applying for smaller accommodation.~~
- ~~We will offer to provide help in bidding for another property through its choice based lettings scheme 'Herts Choice Homes'.~~

~~We will provide assistance in moving. The type of assistance provided will depend upon Housing Trust policy at the time the move takes place.~~

~~14. Under what circumstances will the Housing Trust end a flexible tenancy at the end of the five-year term?~~

~~14.1 Under-occupation of the property~~

~~The main reason for ending a flexible tenancy will be where the property is under-occupied. In deciding whether the property is under occupied we will take into account the needs of the household members, local housing need and availability of housing. Generally households will not be able to remain in the property where they have two or more spare bedrooms, however each case will be considered on its own merit. The Housing Trust will discuss the household's requirements with the tenant and assess the size of the property and family composition. The assessment will also consider whether any adaptations or special features to the property are still needed and if so, whether they can be carried out to another (smaller) property.~~

~~**Note:** In the event that a new tenancy is offered in a property where there is one spare bedroom and where the tenant is of working age, they will be advised by their Housing Officer that whilst we will grant a new five-year flexible tenancy, if they are on receipt of Housing Benefit they will, except in extenuating circumstances, be on a reduced benefit rate. This is because of changes to the welfare benefit system introduced by the government. On this basis the tenant may decide to apply to transfer to a smaller home. Where they do so, they may be given a secure tenancy in their new home. (Please refer to point 15.3)~~

~~14.2 Breach of tenancy conditions~~

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~~A flexible tenancy may be ended where there is formal legal action being taken against the tenant by us because they have breached the terms of their tenancy agreement. This will apply only where a Suspended or Full Possession Order has been awarded. In the case of a Suspended Possession Order (SPO) this can be grounds for ending a flexible tenancy where the terms of the SPO are not being met by the tenant and the Housing Trust's intention is to apply for a Full Possession Order~~

~~14.3 Financial circumstances~~

~~We may end a flexible tenancy where the applicant has sufficient resources to provide their own accommodation, taking into account current market conditions. This process will include taking into account any special circumstances which the household may have, for example, disability or other support requirements.~~

~~In carrying out our assessment we will consider the following:~~

- ~~Household income, including benefits and pensions~~
- ~~Savings and investments~~
- ~~Household size and circumstances~~
- ~~Type of property and size needed to meet the household's needs~~
- ~~Outstanding debts~~
- ~~Ability of the applicant to secure a mortgage~~

~~We will look further at a tenant's financial situation where the household's income or savings have reached set levels. These are regularly reviewed and can be viewed on our website.~~

~~Where the tenant's income or savings exceed the levels set, but where there are reasons why it would not be possible for the tenant to secure a mortgage for a house purchase, other options may be explored. These include private renting and other home ownership options, such as shared ownership and government backed equity schemes.~~

~~A tenant's financial circumstances will be one of the issues discussed with the tenant in the period running up to the end of the flexible tenancy – see point 10 above.~~

~~Further information about how we carry out the financial assessment is included in our Housing Allocations Guidelines. Details of how to obtain a copy of these Guidelines are set out at the end of this document.~~

~~15.~~ **The exceptions: when we will still grant secure tenancies after 1 July 2013**

~~After 1 July 2013 some~~Some new tenants will still be offered a secure (lifetime) tenancy. These include:

◊ People who are moving into sheltered housing (this includes new tenants and tenants moving from a 'general needs' home or from other sheltered housing).

◊ People moving into a home specially adapted for their needs.

◊ People moving into a home specially designed/designated for a special needs group, for example, for people with mental health or learning disabilities.

◊ Existing tenants (whether they have a secure or flexible tenancy) who are 'down-sizing' from three bedroom or larger properties into a two or one bedroom property or tenants who are downsizing from a two bedroom to a one bedroom/bedsit property.

~~15.1 People who are moving into sheltered housing (this includes new tenants and tenants moving from a 'general needs' home or from other sheltered housing). We will publish a list of properties which are eligible.~~

◊ ~~15.2 People moving into a home specially designed/designated for a special needs group, for example, for people with mental health or learning disabilities.~~

◊ ~~15.4~~ Existing tenants who already had a secure tenancy granted before 1 April 2012 and who transfer to another home owned by Welwyn Hatfield~~, or another council or housing association.~~ .

Important note: This does not apply to tenants granted a secure tenancy after 1 April 2012. ~~(The date on which the relevant section of the Localism Act comes into force). It also does not apply to tenants who choose to transfer to a housing association home let on affordable rent[1] terms.~~

◊ ~~15.5~~ Existing tenants who already had a secure tenancy granted before 1 April 2012 and who arrange to move through the mutual exchange scheme.

Important note on transfers and mutual exchanges: The secure tenancy will not be protected where the property which the secure tenant is moving into is let at affordable rent, intermediate rent, market rent, is a mortgage rescue property or a shared ownership lease.

~~16~~10. How can a tenant end ~~a~~their tenancy ~~during~~with the ~~fixed-term of~~Council?

Where a ~~**local authority**~~tenant wants to end their tenancy, whether secure or flexible ~~**tenancy?**~~ ~~A tenant~~, they must give four weeks' notice in writing to the council. The council expects to be able to visit the tenant during the notice period to carry out a property inspection and advise the outgoing tenant of their responsibilities.

Where ~~end~~ less than four weeks' notice is given, the council will charge four weeks' rent in lieu of notice. This charge may be waived on a ~~flexible tenancy.~~ case by case basis.

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11. How and when can ~~we~~the council end a tenancy during the fixed term of a flexible tenancy?

Where a tenant breaks their tenancy conditions we will use the same legal measures as for secure tenants.

12. What happens when the term of the flexible tenancy has elapsed?

12.1 There are three possible outcomes at the end of the tenancy term:

The tenant will be allowed to stay in their home – where this is the case they will be granted a new flexible tenancy

Or

The tenant will be asked to move to a smaller home – where this is the case, they will be offered a flexible tenancy at a new property

[1] ~~'Affordable rents' were recently introduced by the government to provide more money to build new social housing. Under the affordable rent scheme housing associations can charge up to 80% of the market rent for selected properties to provide this additional income. All new homes built with government grant must be let on affordable rents and all affordable rent properties must be let on a fixed-term basis.~~

Or
The tenant will be asked to move out of their home and find alternative accommodation via low cost home ownership, intermediate/market rent properties from a social landlord, or private rented properties.

12.2 During the last year of a flexible tenancy, the sequence of events is:

Nine months before the end of the term
We will advise tenants in writing that we are going to review the tenant's household circumstances to identify whether or not their home still meets their needs, we will work with the tenant to identify the best possible housing solution for the tenant and their household.

No later than six months before the end of the term
We will advise tenants in writing of our decision in ALL cases no matter what the decision we will serve a Notice. This is the six-month notice.

No later than 10 weeks before the end of the term for those tenants who are required to move to smaller accommodation OR where the decision is to end the tenancy.
We will write to the tenant, giving formal notice that the tenancy will end and the date that the fixed term will end. This is the two-month notice.

At the end of the tenancy term, where the decision is to end the tenancy
We will begin court proceedings to regain possession of the property. We will have to apply to the court to end the tenancy. We can only start this process when the five year term ends. The court can only refuse to give possession back to us where we have not followed the correct procedure regarding the service of the six-month notice and the two-month notice as set out above, or where the court is of the view that our decision is not lawful.

12.3 Two year flexible tenancies
Where the tenant is required to move to smaller accommodation but has been unable to find a suitable new home, the council may offer a further flexible tenancy for a term of two years at the same property during which time the tenant would be expected to move. This tenancy will be subject to a review in the last year of the term following this policy. At the end of the two year term, if the tenant has not moved to suitable alternative accommodation, the tenancy will be ended.

13. How will we make our decision on ending a flexible tenancy at the end of the term?

13.1 Under-occupation of the property
The property is under occupied by two or more bedrooms.
OR
The property is adapted and the family member who required that adaptation no longer lives there.

We will take the opportunity to remind all tenants that if they are under occupied, they may be subject to the spare room subsidy (bedroom tax).

13.2 Breach of tenancy conditions
A breach of the tenancy where formal legal action is underway or being considered.
OR
Cases where a court order has already been obtained and either suspended or adjourned on terms whether or not that order has been breached.
OR
Where a full possession order has been obtained but not yet enforced.

13.3 Financial circumstances

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Where the tenant is considered to have sufficient resources to provide their own accommodation, taking into account current market conditions. We will use the information in the Housing Allocations Guidelines when assessing the tenants' income and savings.

14~~18~~. The process for requesting a review of our decision to grant or end a flexible tenancy

~~18.1~~ As required by the Localism Act 2011 we have a review process where there has been a challenge to our decisions about flexible tenancies. The law says that decisions which can be challenged are:

1. The length of flexible tenancy granted. This may only be requested where the length of the term does not reflect the provisions of this Tenancy Policy.
2. Our decision to end a flexible tenancy at the end of the five-year term.

Tenants have a right to request a review in these cases.

~~18.2 The review process to be followed when a new tenant disagrees with our decision to grant a five-year flexible tenancy~~

~~18.2.1 The flexible tenancy will start, to ensure that the tenant secures the property which they successfully bid for through the choice based lettings process. Where the tenant refuses to start the tenancy on the basis offered by us, the property will not be held for them and it will be offered to another bidder.~~

~~18.2.2 The tenant will have 21 days from the date the tenancy is offered to appeal against the type and/or length of the tenancy being offered. The review procedure will then follow the process set out below in 18.3.3 -18.3.11~~

~~18.3 The following review process is in place for when a tenant disagrees with our decision not to grant another tenancy at the end of the five year flexible tenancy:~~

~~18.3.1 The tenant can seek a review after they have been informed in writing of the decision to end the flexible tenancy.~~

~~18.3.2 The tenant must request the review at least 21 days before the stated end of the tenancy.~~

~~18.2.3 Welwyn Hatfield Community Housing Trust will carry out the review on behalf of Welwyn Hatfield Council. In the first instance the tenant may request the review either in writing or by attending a meeting with their Housing Officer or other appropriate representative of the Housing Trust's Housing Management Team. The tenant will be encouraged to provide as much information as possible about the reason/s why they are requesting a review.~~

~~18.3.4. The Housing Officer will refer the case to Head of Housing Management within 24 hours of being informed by the tenant that they wish to appeal. In the absence of the Head of Housing Management the matter will be referred to the Housing Trust's Director of Operations.~~

~~18.3.5 The review will be carried out by Housing Trust's Head of Housing Management. If the Head of Housing Management is not available to carry out the review, the review will be carried out by the Director of Operations. The person carrying out the review is known as the Reviewing Officer.~~

~~18.3.6 The tenant will be asked to complete a Review Form, setting out the reasons for requesting the review. If the tenant has already given all their reasons to the Housing Trust (see 18.2.3 above), the tenant will be required to confirm in writing that they do not wish to add any further information.~~

~~18.3.7 The tenant may make their own written representation or can ask someone else to do it on their behalf. The tenant will be asked to provide the name and address of the person who is requesting the review on their behalf.~~

~~18.3.8 The tenant will be required to return the completed Review Form within 14 days of receiving it. However this time limit may be extended, at the discretion of the Reviewing Officer.~~

~~18.3.9 The reviewing officer will complete their review within 56 days from when the appeal was requested. This may be extended where the tenant's 14 day time limit for completing the Review Form has been exceeded. Where this is extended the Reviewing Officer will notify the tenant of this in writing.~~

~~18.3.10 When the review has been completed the Reviewing Officer will send the tenant a conclusion letter, setting out the outcome of the review and the reason/s why the review is/is not resulting in a change to the original decision.~~

~~18.3.11 There are no further stages to the review process and where the tenant disagrees with the outcome of the review we will advise the tenant to seek independent legal advice if they wish to pursue the matter further. This should be included in the conclusion letter.~~

~~19. How we will provide information about flexible tenancies~~

~~19.1 The new approach to flexible tenancies will be promoted by the Housing Trust in 'Your Voice', on the Housing Trust's and Council's websites, and through a poster campaign in the Housing Trust's offices at Bridge Road East and Hatfield Town Centre. The Housing Trust's 'Tenancy and Estate Management Service Standard' will be reviewed in consultation with service users, taking into account the new Tenancy Policy and the government's new Tenancy Standard, Tenants will be signposted to the Service Standard and this Policy document. These will be available in an electronic format from the Housing Trust's and Council's website and hard copy versions can be collected from the local area offices and sheltered housing schemes. Where tenants do not have access to the internet, or are unable to collect a hard copy, the Housing Trust will send a copy of the required publication/s by post.~~

~~19.2 Advertising properties through Herts Choice Homes~~

~~Where a property is designated as sheltered or specialist housing and therefore let on a secure tenancy, this will be indicated in Herts Choice Homes. The Housing Trust will keep an updated list of all properties which will be let on a secure tenancy. This list will be made available on its website and a hard copy can be requested from its area housing offices at Welwyn Garden City and Hatfield.~~

~~Providing information to new tenants~~

~~We will inform all new tenants of the type of tenancy they will be offered before they sign a Tenancy Agreement. This will be in the form of a letter. The Tenancy Agreement will clearly state the duration of the tenancy, together with details of the process for reviewing and ending tenancies, as set out in this policy.~~

~~19.3 Advice to tenants during their tenancy~~

~~Housing staff will be on hand to advise any tenant who is concerned that their tenancy may be ended. Advice will be given on the likelihood of a flexible tenancy not being renewed, on the basis of details of the household size, composition and circumstances at that time.~~

~~20~~15. Other changes to tenancies arising from the Localism Act 2011

~~20~~15.1 Succession ~~rules~~

~~20.1.1~~ The Localism Act 2011 has changed the criteria for successions of tenancy. From 1 July 2013 all new ~~Council~~council tenants may only have one succession and this can only be to a spouse or partner. There will be no rights of succession to other family members.

~~20.1.2~~ Secure tenancies which began before 1 July 2013 will keep their existing rights to succession.

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15.2 Demoted tenancies

~~20.2.1~~ **What is a demoted tenancy?**

Where a secure tenant does not keep to the terms of their Tenancy Agreement because they are engaging in anti-social behaviour, we may apply to the court for the tenancy to be demoted. If the court makes a Demotion Order the tenant is allowed to remain in their home, but they lose security of tenure, for a period specified by the courts. The Demotion Order will set out how the tenant will be expected to behave during the term of the demoted tenancy. Applying for a Demotion Order is only one of many types of court action we can take when a tenant does not keep to the terms of their Tenancy Agreement.

~~20.2.2~~ **What happens at the end of a demoted tenancy?**

If the tenant keeps to the terms of the Demotion Order, at the end of the demotion period the tenancy will either be:

- ◊ Restored to a secure tenancy - where the tenant was a secure tenant before the tenancy was demoted *or*
- ◊ Restored to a flexible tenancy - where the tenant had a flexible tenancy before the tenancy was demoted

~~20.2.3~~ **How the demotion period counts towards the five-year term of a flexible tenancy:**

When a flexible tenancy is re-instated following the successful completion of the demotion period we will include the demotion period in the overall length of the flexible tenancy. An example of how this works is shown below:

Length of flexible tenancy	= 5 years
Age of flexible tenancy when tenancy is demoted	= 2 years
Length of demoted tenancy (successfully completed)	= 1 year
Time remaining of flexible tenancy after demotion	= 2 years

We will explain this process before, during and at the end of the demotion period and provide written confirmation of this at the beginning and the end of the demotion period.

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~~20.2.4~~ **What happens if the tenant does not keep to the terms of the Demotion Order?**

Where the tenant does not keep to the terms of the Demotion Order we will apply to the courts to end the tenancy and evict the tenant.

16. Stakeholder consultation and equality review

This updated Policy~~, the new Tenancy Agreement and Service Standard have~~ has been approved by Welwyn Hatfield ~~Council's~~Council Tenants Panel. ~~It has~~The 2012 version was also ~~been~~ approved by residents who took part in a special consultation sessions~~. This has given~~ which gave residents the opportunity to review the policy, taking into account equality and diversity issues. ~~The Housing Trust's Tenancy and Neighbourhood Management Service Standard will be reviewed on an annual basis in partnership with tenants. Any issues identified as a result of these processes are reflected in the final version of this Policy and will be taken into account when the Policy is reviewed on an ongoing basis.~~

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APPENDIX 3

WELWYN HATFIELD

Flexible Tenancy Review Procedure

Effective from: December 2017
Next review date: December 2019

1. Introduction

The review and decision at the end of a flexible tenancy should not present any surprises for the tenant or the Council. It should not be used to compensate for a failure to manage issues which have arisen during the course of the tenancy but not been addressed.

2. Possession and flexible tenancies

The expiry of the flexible tenancy presents an opportunity for Welwyn Hatfield Borough Council to obtain possession, without having to prove grounds at a hearing. In order to ensure we are compliant with the notice requirements, the review must be complete and the relevant notice served no later than six months before the expiry date of the tenancy. We will serve six-month notices on all flexible term tenants, even if we are minded to offer a further tenancy at the same property. This enables us to seek possession at the end of the fixed term, should there be a tenancy breach after the flexible tenancy review decision has been made. We will always explain why we are serving the notice, what we are minded to do and what we expect of tenants during the last 6 months of their flexible tenancy. The two-month notice will only be served where we are requiring the tenant to move or are ending the tenancy.

3. What are the outcomes when the tenancy is reviewed?

There are three possible outcomes at the end of the five year term, either the tenant will:

1. Be allowed to stay in their home – where this is the case they will be granted a new five-year flexible tenancy
   Or
2. Be asked to move to a smaller home – where this is the case, they will be offered a five year flexible tenancy at a new property
   Or
3. Be asked to move out of their home and find alternative accommodation via low cost home ownership, intermediate/market rent properties from a social landlord, or private rented properties.

4. What date does the fixed term end?

The flexible tenancy is for a term of five years. As we only work on whole weeks in our current business processes, this means all tenancies need to end on a Sunday and cannot end mid-week.

For example, if a tenancy started on the Monday of week 37, this means that in five years' time the tenancy will end on the Sunday of week 36.

5. When will tenants find out what will happen at the end of the five year term?

During the last year of a five year flexible tenancy, the sequence of events is:

Nine months before the end of the five-year term
We will advise tenants in writing that we are going to review the tenant's household circumstances to identify whether or not their home still meets their needs. A visit may be carried out to the

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tenant's home to find out more information as part of this process. The tenant will be asked to give the reason/s why they should be able to remain in their home and we will work with the tenant to identify the best possible housing solution for the tenant and their household.

No later than 6 months before the end of the five-year term
We will advise tenants in writing of our decision in ALL cases. No matter what the decision we will serve a six month notice. In each case the wording of the letter that forms the notice will say that the Council is "minded" to make a certain decision. This will ensure that if the tenant's circumstance change substantially after the initial review, the Council can make an alternate decision before the two-month notice needs to be served.

Where a new tenancy is being granted

◊ We will make an offer of a new tenancy nearer to the end of the fixed term, this will be a new five year agreement

Where the tenant is required to move to smaller accommodation

◊ We will offer the tenant a meeting if they require it, or written information on the process for applying for smaller accommodation.
◊ We will offer to provide help in bidding for another property through its choice based lettings scheme 'Herts Choice Homes'.
◊ We will provide assistance in moving by granting Panel Band A being given to the tenants housing needs register application.

Two year flexible tenancies

◊ Where the tenant is required to move to smaller accommodation but has been unable to find a suitable new home, the Council may offer a flexible tenancy for a term of two years during which time the tenant would be expected to move. This tenancy will be subject to a review in the last year of the term following this policy. At the end of the two year term, if the tenant has not moved to suitable alternative accommodation, the tenancy will be ended.

Where the decision is to end the tenancy

◊ Give the reason/s for our decision.
◊ Provide information on the tenant's right to request a review of our decision and the date by which the tenant must request the review.
◊ Offer the tenant a meeting with a Neighbourhood Officer to discuss our decision and other housing options for the tenant. Other options could include low cost home ownership, intermediate/market rent properties owned by a social landlord or private rented properties.
◊ Provide a written guide on other housing options.
◊ Where a tenant is moving to a smaller home, provide support and assistance, as available at the time of the move.

Where the tenant is required to move to smaller accommodation OR where the decision is to end the tenancy: No later than 10 weeks before the end of the five-year term

◊ We will write to the tenant, giving formal notice that the tenancy will end and the earliest date that the tenancy will end. This is the two-month notice.
◊ The tenant will be given information on how to seek a review against our decision.
◊ We will offer to arrange a meeting between the tenant and their Neighbourhood Officer or Housing Options Officer to discuss their future housing options as outlined above.
◊ Tenants may be referred to outside agencies that will be able to give the tenant professional, specialist advice, based on their individual circumstances. This could include an independent financial advisor or the Citizens Advice Bureau.
◊ Where a tenant is moving to a smaller home, we will provide support and assistance, as available at the time of the move.

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6. The legal process for ending a flexible tenancy

We will have to apply to the court to end the tenancy. We can only start this process when the five year term ends. The court can only refuse to give possession back to us where we have not followed the correct procedure as set out above, or where the court is of the view that our decision is not lawful.

7. How will we make our decision on ending a flexible tenancy at the end of the term

7a. Under-occupation of the property

The property is under occupied by two or more bedrooms.
OR
The property is adapted and the family member who required that adaptation no longer lives there.

We will take the opportunity to remind all tenants that if they are under-occupied they may be subject to the spare room subsidy (bedroom tax).

7b. Breach of tenancy conditions

A breach of the tenancy where formal legal action is underway or being considered.
OR
Cases where a court order has already been obtained and either suspended or adjourned on terms whether or not that order has been breached.
OR
Where a full possession order has been obtained but not yet enforced.

7c. Financial Circumstances

We may end a flexible tenancy where the applicant has sufficient resources to provide their own accommodation, taking into account current market conditions. This process will include taking into account any special circumstances which the household may have, for example, disability or other support requirements.

In carrying out our assessment we will consider the following:

- ◊ Household income, including benefits and pensions
- ◊ Savings and investments
- ◊ Household size and circumstances
- ◊ Type of property and size needed to meet the household's needs
- ◊ Outstanding debts
- ◊ Ability of the applicant to secure a mortgage

We will look further at a tenant's financial situation where the household's income or savings have reached set levels. Where the tenant's income or savings exceed the levels set, but where there are reasons why it would not be possible for the tenant to secure a mortgage for a house purchase, other options may be explored. These include private renting and other home ownership options, such as shared ownership and government backed equity schemes.

Further information about how we carry out the financial assessment is included in our Housing Allocations Guidelines.

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Appendix 1: The tenant's right to seek a review of our decision

As required by the Localism Act 2011 we have a review process where there has been a challenge to our decisions about flexible tenancies. The law says that decisions which can be challenged are:

1. The length of flexible tenancy granted. This may only be requested where the length of the term does not reflect the provisions of this Tenancy Policy.
2. Our decision to end a flexible tenancy at the end of the five-year term.

Tenants have a right to request a review in these cases.

The review process to be followed when a new tenant disagrees with our decision to grant a five-year flexible tenancy

The flexible tenancy will start, to ensure that the tenant secures the property which they successfully bid for through the choice based lettings process. Where the tenant refuses to start the tenancy on the basis offered by us, the property will not be held for them and it will be offered to another bidder.

The tenant will have 21 days from the date the tenancy is offered to appeal against the type and/or length of the tenancy being offered. The review procedure will then follow the process set out below.

The following review process is in place for when a tenant disagrees with our decision not to grant another tenancy at the end of the five year flexible tenancy:

The tenant can seek a review after they have been informed in writing of the decision to end the flexible tenancy.

The tenant must request the review at least 21 days before the stated end of the tenancy.

In the first instance the tenant may request the review either in writing or by attending a meeting with their Neighbourhood Officer or other appropriate representative of the council's Neighbourhood Team. The tenant will be encouraged to provide as much information as possible about the reason/s why they are requesting a review.

The Neighbourhood Officer will refer the case to Senior Housing Manager within 24 hours of being informed by the tenant that they wish to appeal. In the absence of the Senior Housing Manager the matter will be referred to the Head of Housing Operations

The review will be carried out by Senior Housing Manager. If the Senior Housing Manager is not available to carry out the review, the review will be carried out by the Head of Housing Operations. The person carrying out the review is known as the Reviewing Officer.

The tenant will be asked to complete a Review Form, setting out the reasons for requesting the review. If the tenant has already given all their reasons to the council (see 18.2.3 above), the tenant will be required to confirm in writing that they do not wish to add any further information.

The tenant may make their own written representation or can ask someone else to do it on their behalf. The tenant will be asked to provide the name and address of the person who is requesting the review on their behalf.

The tenant will be required to return the completed Review Form within 14 days of receiving it. However this time limit may be extended, at the discretion of the Reviewing Officer.

The reviewing officer will complete their review within 56 days from when the appeal was requested. This may be extended where the tenant's 14 day time limit for completing the Review

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Form has been exceeded. Where this is extended the Reviewing Officer will notify the tenant of this in writing.

When the review has been completed the Reviewing Officer will send the tenant a conclusion letter, setting out the outcome of the review and the reason/s why the review is/is not resulting in a change to the original decision. There are no further stages to the review process and where the tenant disagrees with the outcome of the review we will advise the tenant to seek independent legal advice if they wish to pursue the matter further. This should be included in the conclusion letter.

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Appendix 2 – Assessment of Financial Resources (from Housing Allocations Guideline 2017)

In making a decision about whether an applicant has sufficient resources to find their own accommodation we will consider the following:

◊ Household income, including benefits and pensions.
◊ Savings and investments, including any equity in property currently owned in the UK or abroad.
◊ Household size and circumstances.
◊ Property needed, according to size and type and whether the applicant needs supported or adapted accommodation.
◊ Outstanding debts or financial commitments.
◊ Ability of the applicant to secure a mortgage, taking into account his or her age.

We will look in detail at applicants with trigger points relating to income level, savings, investments or equity as set out in the table below:

Household Type	Income	Savings/Equity
Single person	35,000	30,000
Couple	40,000	30,000
Two bed need	60,000	40,000
Three bed need	75,000	40,000
Four bed need	105,000	50,000

If an applicant has met a trigger point we will consider their ability to secure their own housing in the private sector by way of a mortgage in relation to their individual property requirements. For example, we would assume that applicants with dependent children would need a house.

We will assess the ability of the applicant to buy accommodation, against average property prices in the area (reviewed every three months). Recognizing that certain types of property are likely to be more expensive, we will take account of special circumstances of the applicant; for example, if they need a property suitable for a wheelchair or they require support, such as sheltered housing.

Median property prices in the Borough. Source: www.home.co.uk (07.02.2017)

Property Size	WGC	Hatfield
I bed	200,000	200,000
2 bed house	300,000	300,000
3 bed house	400,000	380,000
4 bed house	600,000	512,500

Formula
In assessing the ability of an applicant to secure a mortgage we will use the following formula, based on the applicant's ability to secure a 25 year mortgage:

Savings + 2.5 x joint income OR Savings + 3 x main income, plus 1 x second income

Notional Allowances against Savings/Income
We will make a notional reduction of £5,000 from savings to set against costs associated with purchasing a property.

We will also take into account (against income) any reasonable long term financial commitments. This could include the following:

◊ Car Loan
◊ Long term child care costs

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◊ Maintenance costs.

Applicants unable to secure a mortgage
Some applicants may not be able to secure a mortgage for one of the following reasons:

◊ County court judgement
◊ Poor credit history
◊ Existing home ownership

In such cases, we would consider the applicant's ability to rent in the private sector on the basis of their income and savings etc.

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Appendix 3 – Recording and monitoring the Flexible Tenancy Review processes

Being alerted to carry out a review
A report will be run daily to remind each NHO of any reviews required on their patch, where a review has been carried out, the tenancy will cease to appear on the list

The alert will be sent when the tenancy is 1520 days old (4 years and two months) and where there is no arrears action OUT1 or OUT2 or OUT3 present.

Generating the advice letter for the tenant
These will be generated via an arrears action with an editable letter to be sent to the tenant along with a review form to be completed by the Neighbourhood Officer.

This action will be action FTTR

Recording the outcome of a review
These will be recorded as an arrears action, there are three possible outcomes:
Outcome 1 – offer a new tenancy at the same property (arrears action code OUT1)
Outcome 2 – offer a new tenancy at a different property (arrears action code OUT2)
Outcome 3 – end the tenancy and seek possession (arrears action code OUT3)
These will generate editable letters which will form the 6-month notice to be sent or hand delivered to the tenant.

Monitoring to ensure the reviews are completed in good time
A report will be run daily to show any reviews not carried out within 28 days of the first alert and within 56 days of the first alert. This report will be sent to each NHO and to team leaders.

This report will be sent when the tenancy is 1548 days old and there is no arrears action OUT1 or OUT2 or OUT3, and again when the tenancy is 1576 days old and there is no arrears action OUT1 or OUT2 or OUT3.

Reminder to send S107D notice
Where outcome 2 or 3 has occurred, a report will be run daily to remind each NHO of any S107D notices that need to be served on their patch. Where a S107D notice has been served, the tenancy will cease to appear on the list.

This report will be sent when the tenancy is 1735 days old and there is no arrears action 1072 or 1073.

Section 107D notice
This will be recorded as an arrears action and will generate this document as an editable letter to be sent or delivered to the tenant.

This will use arrears action code 1072 for this notice based on outcome 2 and arrears action code 1073 for this notice based on outcome 3.

Reminder to carry out pre-offer processes
Where outcome 1 or 2 has occurred, a report will be run daily to remind each NHO of any Right-to-Rent checks that need to be carried out on their patch. Where a Right-to-Rent check has been completed the tenancy will cease to appear on the list.

This report will be sent when the tenancy is 1795 days old and there is not arrears action RTRC.

Right-to-Rent checks completed
This will be record by an arrears action to allow monitoring of compete and incomplete cases to be monitored.
This will use arrears action code RTRC.

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Making an offer
This will be recorded as an arrears action and will generate an editable letter to include the details of the offer. There will be a different letter for offers for Outcome 1 and 2.

This will use arrears action code OFF1 for an offer of a tenancy at the same address (Outcome 1) and arrears action code OFF2 for an offer of a tenancy at a different address (Outcome 2).

Ending the existing tenancy
This will use the existing void notice process, with a void reason selected from:
◊ FTR end outcome 1
◊ FTR end outcome 2
◊ FTR end outcome 3

The property should then be voided down in the usual way.

Starting the new flexible tenancy
This will require a memo to Rents Admin to create a new tenancy record with a new start date, so that the next fixed term tenancy can be monitored for its review in due course.

New flexible tenancies
A report of all flexible tenancies granted will be produced weekly to show all “renewal” type cases.

This report will include all tenancies with code FV and will show the void reason for ending the previous tenancy so that reviewed tenancies can be easily identified.

Master report
A master report will be generated weekly to show all the activities that are due or completed on a fixed term tenancy to provide an overview of caseload.

This report will show all FV tenancies with the date of every arrears action code through the sequence of actions.

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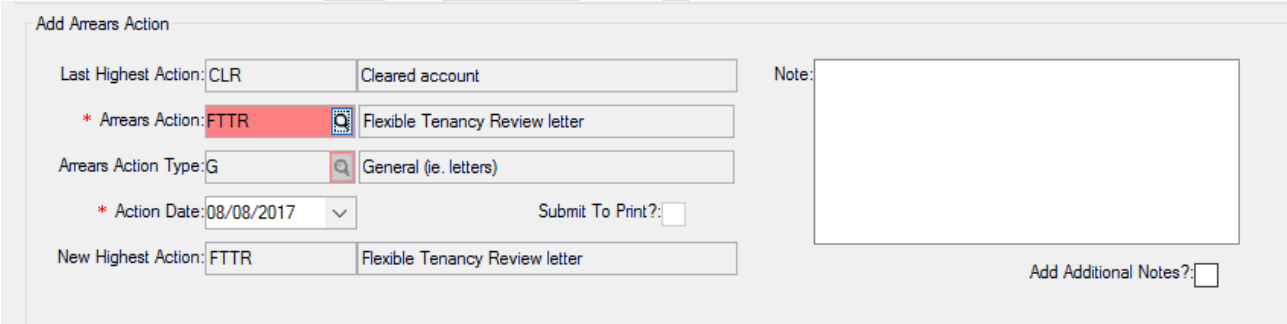
Appendix 4 – Orchard User Guide

3.1 Adding an arrears action to record an activity in the fixed term tenancy review process

Arrears Action Code	Description	Comments
FTTR	Advice letter	To be sent before review is carried out
OUT1	Outcome 1 – new tenancy same address	To record outcome 1 & generate a letter along with the 6-month notice document
OUT2	Outcome 2 – new tenancy different address	To record outcome 2 & generate a letter along with the 6-month notice document
OUT3	Outcome 3 – end tenancy, seek possession	To record outcome 3 & generate a letter along with the 6-month notice document
1072	Section 107D notice for Outcome 2	To generate the Section 107D notice which is served for outcome 2
1073	Section 107D Notice for Outcome 3	To generate the Section 107D notice which is served for outcome 3
RTRC	Right to Rent checks completed	To confirm that all household members over 18 have acceptable immigration status
OFF1	Offer of tenancy at same address	To generate an offer letter for the same address
OFF2	Offer of tenancy at different address	To generate an offer letter for an alternate address

◊ Add the arrears action in the usual way
◊ Then, **Next**



3.2 Editable arrears letters

When you add an arrears action that generates a letter, the letter will appear on screen as an editable word document. You must insert the relevant information into the letter before printing. The letter will save to the Documents tab in the first instance.

This form will pop open

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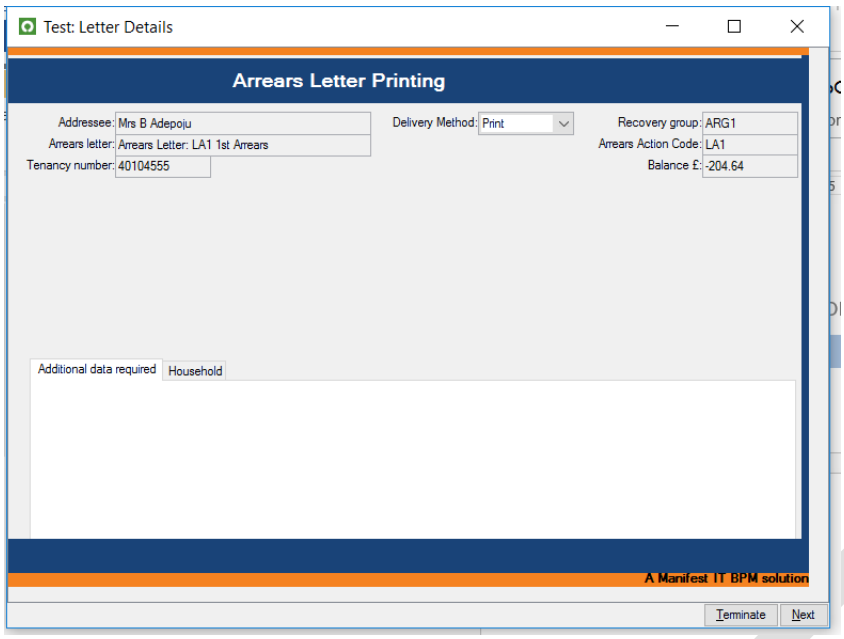
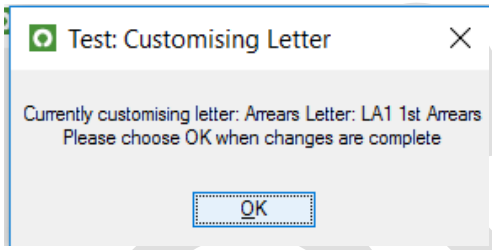
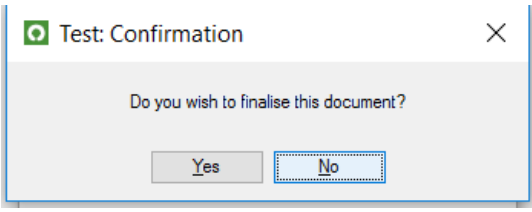


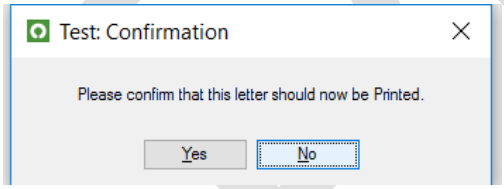
◊ Click Next
◊ You will see the icon for MSWord start to flash or change colour along the task bar

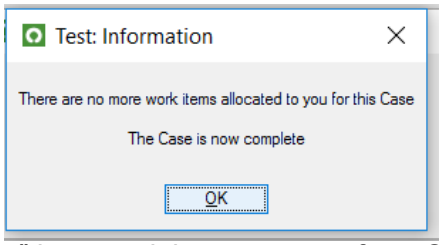
◊ Click on this icon, and then click again (do NOT double-click)

◊ This will open the letter in editable mode for you to type in relevant information
◊ ONLY when you have typed in all the information you need, you can go back to Orchard and click OK or Yes on each of these the messages as they appear:









Your letter will be sent to the printer as a “follow-me” letter as it has not come from Orchard letter merge.

3.3 Reports

Each NHO will receive a report by email in Excel format listing any tenancies where action is required. Team leaders will receive a similar list for any tenancy where an activity has not been completed in a suitable timeframe.

[INSERT SCREEN SHOTS OF SAMPLE REPORTS]

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Part I
Item No 8(a)
Main author: Mike Storey
Executive Member: Cllr Roger Trigg
All Wards

WELWYN HATFIELD BOROUGH COUNCIL
CABINET – 6TH MARCH 2018
REPORT OF THE EXECUTIVE DIRECTOR (RESOURCES, ENVIRONMENT AND CULTURAL SERVICES)

GARAGE MAINTENANCE CONTRACT – EXTENSION OF CONTRACT

1 Executive Summary

1.1 In April 2015, The Cabinet agreed to award a three year contract (with an optional one year extension) to RPT Building and Maintenance Services for maintenance services (reactive repairs and planned reroofing). This report considers the case for a one year extension

2 Recommendation(s)

2.1 That Cabinet agree to a one year extension of the current contract (from 1st May 2018 to 30th April 2019) with RPT Building and Maintenance.

3 Explanation

3.1 A procurement took place in 2015 for the appointment of a contractor to undertake planned and reactive maintenance to the councils stock of approximately 6,000 garages

3.2 Cabinet agreed to award the contract to RPT Building and Maintenance as they scored the highest against the evaluation criteria.

3.3 The service being provided by RPT Building and Maintenance Services still reflects best value in both performance and cost to the council. The garages team have received numerous compliments regarding the contractor's staff and are also keen to see this extended.

Implications

4 Legal Implication(s)

4.1 Covered in sections 5.2 (IR35) and 8 (Procurement Implications)

5 Financial Implication(s)

5.1 The service is being undertaken within the current budget of £200,000 for capital works (re-roofing garage blocks) and £50,000 for revenue repairs. The extension of the contract would not lead to any additional costs or budget implications.

5.2 New Legislation has been introduced known as Intermediaries legislation (also IR35) which requires the council to undertake an online questionnaire for relevant services to ascertain if tax should be deducted through the council's payroll. The questionnaire has been completed with the result that the legislation does not apply and payments can continue to be made as normal.

6 Risk Management Implications

6.1 There are no additional risks of extending the contract. The normal day to day risks will continue to be monitored by the contract manager

7 Security & Terrorism Implication(s)

7.1 There are no additional implications by extending the contract

8 Procurement Implication(s)

8.1 There was provision in the original contract notice to allow for this extension. The extension would therefore be in accordance with the Public Contract Regulations 2015.

9 Climate Change Implication(s)

9.1 No additional Climate Change Implications

10 Link to Corporate Priorities

The subject of this report is linked to the Council's Corporate Priority to Engage with our communities and provide value for money.

Equality and Diversity

10.1 An Equality Impact Assessment (EIA) has not been carried out in connection with the proposals that are set out in this report as there is no change to the service being delivered.

Name of author	Mike Storey
Title	*Corporate Property Manager*
Date	2nd January 2018.

Part I
Item No: 9
Main author: Farhad Cantel
Executive Member: Duncan Bell

WELWYN HATFIELD BOROUGH COUNCIL
CABINET – 6 MARCH 2018
REPORT OF THE EXECUTIVE DIRECTOR (RESOURCES, ENVIRONMENT AND CULTURAL SERVICES)

DATA PROTECTION POLICIES

1 Executive Summary

1.1 The purpose of this report is to seek Cabinet's approval of Welwyn Hatfield Borough Council's Data Protection Policy. This policy demonstrates how the Council will treat and process personal and sensitive data and reflects the new European Union (EU) data protection framework which will be adopted by the UK.

1.1 This policy outlines how the council will deal with data protection, along with the responsibilities of employees, Councillors, partners and contractors. It will assist in ensuring compliance with the Data Protection Act and General Data Protection Regulations (GDPR), and respect the privacy rights of individuals.

1.2 Following approval of the policy, guidance and frequently asked questions will be provided to both Councillors and employees.

1.3 In addition to the councils Data Protection Policy, a set of procedures are being drafted which will provide more detail on certain elements of the policy, and will include templates to be used as an audit trail for compliance. It is recommended that these procedures are delegated to the Executive Board for approval, and will be published so that Councillors and Employees have access to them.

2 Recommendation(s)

2.1 Cabinet is asked to agree the data protection policy.

Cabinet is asked to delegate authority to the Executive Board for approval of the following policies and procedures:

Subject Access Requests Procedure
Data Breaches Procedure
Data Protection Training Procedure
Privacy Impact Assessment Procedure
Paper Records Secure Handling Procedure
Secure Office Procedure
Patient Identifiable Information Policy

3 Explanation

3.1 From 25 May 2018, the new GDPR replaces the current Data Protection Act 1998. As part of our preparatory work for this Welwyn Hatfield Borough Council must review the existing data protection policies and have new policies in place for handling customer enquiries relating to their data.

3.2 The GDPR are regulations which strengthen and unify data protection for individuals within the EU. The primary objective of the GDPR is to give citizens control of their personal data. The Council is fully committed to data protection compliance and meeting the requirements of the GDPR. As part of this we need to ensure that we have sufficient policies and procedures in place to ensure that all employees, elected Members, contractors, agents, consultants or partners of the Council who have access to any personal data held by or on behalf of either party, are fully aware of and abide by their duties and responsibilities under the GDPR.

3.3 Training has been provided to all employees who are likely to process, or can access personal or sensitive data, and training opportunities have been offered to all Councillors.

3.4 Following approval of the policy, guidance documents will be provided to both Councillors and employees, along with answers to some frequently asked questions. Councillors will also be given the opportunity to attend a question and answer session, which will be planned in due course.

Implications

4 Legal Implication(s)

4.1 The new data protection framework takes the form of a Regulation, the General Data Protection Regulation (Regulation (EU) 2016/679), and will replace the Data Protection Act 1998.

5 Financial Implication(s)

5.1 There are no direct financial implications with the implementation of these policies. There could be financial implications arising from the work associated with meeting the requirements of these policies. There is expected to be an increase in the work relating to subject access requests. This will put pressure on existing staff arrangements.

5.2 It should be noted that there will be a substantial increase in fines for organisations that do not comply with the new regulation. Regulators will have authority to issue penalties up to €10 million for violations of record-keeping, security, breach notification, and privacy impact assessment obligations. Or up to €20 million for violations of obligations related to legal justification for processing (including consent), data subject rights, and cross-border data transfers

6 Risk Management Implications

6.1 As we handle people's data we are responsible for keeping it safe and are bound by law to comply with data protection regulations. This applies to data whilst it

flows between service areas; moves across different systems; is passed between individuals; transitions onto new platforms or programs and is handed to a third party. Organisations that control the processing of personal data are encouraged to implement protective measures corresponding to the level of risk of their data processing activities.

7 Security & Terrorism Implication(s)

7.1 As a public body and holders of a significant amount of data, the Council could be a target of illegal activity to extract data. This policy, along with the Councils stringent IT policies, seeks to mitigate the risk of these potential implications.

8 Procurement Implication(s)

8.1 There are none.

9 Climate Change Implication(s)

9.1 The proposals in this report will not impact on greenhouse gas emissions.

10 Link to Corporate Priorities

10.1 The subject of this report is linked to the Council's Corporate Priority: Engage with our communities and provide value for money.

11 Equality and Diversity

11.1 An initial equalities impact assessment has been carried out on all the listed policies and no negative impact was identified on any of the protected groups under Equalities legislation.

Name of author	Farhad Cantel
Title	Client Support Services Manager
Date	January 2017

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Welwyn Hatfield Borough Council

Data Protection Policy

Classification: Unrestricted

Report Control Information

Effective Date: 25 May 2018 Author: Richard Baker

REVISION	DATE	REVISION DESCRIPTION
1	December 2017	Internal Draft

1 Introduction

1.1 Welwyn Hatfield Borough Council (the Council) collects and processes personal data in performing its statutory and discretionary functions. The General Data Protection Regulations (GDPR) set out legal obligations the Council must adhere to when processing personal data. The six key principles of GDPR are:

- Personal information must be processed fairly, lawfully and in a transparent manner
- Personal information will be collected for specified, explicit and legitimate purposes
- Personal information must be adequate, relevant and limited to what is necessary
- Personal information must be accurate and where necessary kept up to date
- Personal information must be kept for no longer than is necessary
- Personal information must be processed in a manner which ensures appropriate security of personal data.

1.2 This policy provides the framework which governs how the Council complies with its obligations under the GDPR. It applies to all employees, Councillors, volunteers, service providers, contractors, partner organisations, or any other third party data is shared with.

2 Awareness

2.1 In order for the Council to ensure employees and Councillors (see appendix C) are aware of their responsibilities the under GDPR, it will:

- approve and maintain a Data Protection Policy (this document), and make this readily available to any person including employees and Councillors;
- ensure that all staff who can access, or are responsible for processing personal data, are fully trained and aware of their responsibilities under the GDPR and other relevant policies;
- ensure regular review and update of e-learning available to employees;
- ensure training is made available to Councillors;
- produce and maintain guidance notes and procedures, ensuring these are readily available to staff and Councillors.

3 Processing and retention of personal and sensitive data

3.1 The Council will only process personal data where it has a legitimate business need to do so, and at least one of the following conditions are met:

- it is required under a legal obligation to which it is party;
- the individual has given their express consent;
- it is necessary in the protection to the vital interests of the individual or another person;
- it is necessary for the performance of a contract with the individual;
- it is necessary for a task carried out in the public interest or in the exercise of official duties.

3.2 The Council will identify the minimum amount of information required in performing its activities, and gain explicit consent, as required, when collecting sensitive personal data.

3.3 Personal data will:

- be anonymised when not required for business need;
- be retained and destroyed in line with the Council's Data Retention Guidelines;
- be accurate and up to date, with notifications of inaccuracy being investigated and corrected swiftly;
- not be held for longer than it considered reasonable for business need.

3.4 The Council's Data Retention Policy and Guidelines will:

- identify the categories of data held by the Council;
- clearly state the reasons for holding the data;
- identify how long data is held for;
- detail how the council manages disposal of data
- be subject of regular review.

3.5 Data will only be destroyed in line with the Council's data retention guidelines, or if individuals exercise their rights to be forgotten.

3.6 The Council will ensure, where appropriate, that it is able to restore the availability of, and access to data in a timely manner in the event of a physical or technical incident.

3.7 The Council will maintain an information assets register, which details the software used to process personal data.

3.8 The Council will maintain records of explicit consent and how it was maintained.

4 Security and Control Measures

4.1 In order to protect the personal information held and processed, the council will:

- ensure its use of technology is compliant with the Public Service Network Compliance (PSN);
- ensure the regular review, update and compliance with IT policies;
- ensure all electronically stored personal data is password protected or encrypted;
- ensure confidential data is secured and not left in view of those not processing the data;
- only use the blind carbon copy (BCC) in emails when sending group emails to external individuals;
- ensure documents containing personal data are not removed from site;
- not store data sent from a website (cookies);
- delete web browsing history of staff after six months;
- undertake data protection audits for each Head of Service Area, which will be logged with the Data Protection Officer;
- comply with its separate policy on patient identifiable information;
- not transfer personal information to another company or country that cannot protect the information to the same levels set out under the GDPR;
- not make publicly available or share protectively marked documents externally;
- mark emails with confidential protective marking where they contain personal or sensitive information.

5 Sharing of Data

5.1 To ensure that personal information is protected when sharing with third parties, the council will:

- ensure formal data sharing agreements are in place before data is shared;
- maintain a register of data sharing arrangements;
- only share personal data electronically that is password protected or encrypted;
- ensure adequate contractual provisions are contained within legal agreements in relation to data protection;
- where appropriate, seek to ensure that it is indemnified against any claims, proceedings, actions or payments of compensation or damages without limitation;
- arrange data protection audits of data held by third parties where appropriate.

5.2 The sub-contracting of work involving the processing of personal data, will not be allowed without:

- written confirmation from the Council;
- the same contractual obligations being imposed on the subcontractor;
- a formal data sharing agreement being in place prior to the sharing of data.

5.3 Any breach of the GDPR will be deemed as being a breach of contract.

6 Rights of individuals

6.1 The Council will only process personal information in line with the data subjects' rights. Data subjects have the following rights:

- The right to be forgotten;
- The right to be informed;
- The right to object;
- The right to make a subject access request;
- The right to object to decisions being made on them solely by a computer;
- The right to object to profiling.

6.2 To ensure individuals are aware of their rights the Council will:

- publish a privacy statement on its website;
- publish individuals' rights on our website and how they can exercise their rights;
- maintain internal procedures on the processing of individuals exercising their rights;
- inform individuals of their right object;
- review decisions generated by a computer if an individual exercises their right to object to decisions being made on them solely by a computer;
- cease to process data for profiling if an individual exercises their right to object to profiling.

6.3 The Council will ensure that the identity of an individual is confirmed before processing any exercise of individual rights.

6.4 To ensure that the Council meets its requirements in fulfilling an individual's rights, unless there are legitimate reasons which override the rights or freedoms of an individual, it will:

- stop processing data when an individual exercises their right to object;
- erase data when an individual exercises their right to be forgotten;
- inform individuals of how it is processing their data;
- provide individuals with the information the Council holds on them.

6.5 The Council will only charge a fee of £25 per hour, increasing annually each financial year by the RPI as at January prior to the start of the financial year, for access requests deemed to be unfounded or excessive. The Council will not charge a fee for subject access requests in other circumstances.

6.6 A register of subject access requests will be maintained, including the date received, the name and address of the subject, brief details of the request, and the date the subject was responded to.

7 Data Protection Breaches

7.1 The Council takes the protection of data seriously, and will always ensure it has processes and controls in place to protect data. A data breach involves any data which is lost, stolen, unlawfully accessed, unlawfully disclosed, accidentally or deliberately deleted. In the event of a breach the Council will:

- maintain a procedure for dealing with data breaches and where exemptions are in place reporting of a data breach;
- ensure the Data Protection Officer is immediately informed of any breach or suspected breach;
- inform the Information Commissioner's Office (ICO) of a breach without undue delay, and in any event, no later than 72 hours after becoming aware of the breach;
- communicate with affected data subjects without undue delay if deemed to result in a high risk to the freedoms and rights of the data subjects.

7.2 The Council will take appropriate action under the Council's conduct procedure for employees, or through contractual arrangements with third parties where the breach is a result of non-compliance with Council policies.

8 Privacy Impact Assessments

8.1 The Council will undertake a risk based assessment, known as a Privacy Impact Assessment (PIA), of any all new and existing projects and supporting IT systems.

8.2 The Council will maintain a template for Privacy Impact Assessments which will be made readily available to employees.

8.3 The Council will maintain a central register of all PIAs undertaken.

8.4 Areas where PIAs will be required includes, but is not limited to:

- implementation or upgrades of IT systems;
- new or amendments to data sharing arrangements;
- using existing data for new or alternative uses to that from its original purpose;
- new surveillance systems;
- consolidation of data held in separate parts of the organisation;
- changes to legislation, policies or strategies which may affect privacy through collection or use of information;
- new websites or mobile applications capturing personal data;
- development of online forms and interfaces with back office systems.

9 Exemptions

9.1 Only in very specific circumstances can personal data be disclosed to third parties without the consent of the data subject. The Council will only disclose personal information without the consent of the data subject where it is necessary for:

- safeguarding national security;
- preventing or detecting any crime, or the apprehension or prosecution or offenders;
- assessing or collecting any taxes, revenues or duties;
- discharging or regulatory functions, including the health, safety and welfare of people at work;
- protecting the vital interests of the individual or another individual, usually in a life or death situation.

9.2 In an emergency situation the Council will consider the risks and potential harm that may arise if it does not share the information, and any decisions to disclose data will be formally recorded and sent to the Data Protection Officer.

Appendix A - Roles and Responsibilities

Cabinet

- Approval of the policy framework (this document) within which data protection is governed by Welwyn Hatfield Borough Council.

Head of Paid Service (Chief Executive)

- Formally designate/appoint a Data Protection Officer.

Executive Board

- Ensure the importance of data protection is culturally embedded into the Council.
- Allow unfettered access to the Data Protection Officer to raise or report on any matters.
- Receive update reports, as required, from the Data Protection Officer in order to oversee compliance with the GDPR and Data Protection Policy.

Heads of Service

- Ensure that annual data audits are conducted for their services.
- Ensure data sharing arrangements and contractual provisions are in place prior to sharing data with third-parties, to provide third parties with a clear understanding of their responsibilities.
- Ensure that through the services managed, and associated forms and processes, individuals are aware of their rights under the GDPR.
- Ensure data collected, retained, processed, shared and destroyed by services/employees is done so in line with the relevant policies.
- Ensure their services have the processes in place for explicit consent to be requested and recorded where required.

Employees Comply with the data protection and other associated Council policies and guidance (such as the Data Retention and IT policies)

- Act with due diligence with regards to the GDPR. If in any doubt, at any time, guidance should be sought from the Council's Data Protection Officer.
- Report data breaches immediately to the Data Protection Officer and co-operate with the Data Protection Officer regarding the data breach reporting process.
- Proactively identify areas of risk, and make suggestions on how compliance, security, and the protection of information can be enhanced and improved.

Client Support Services Manager

- Maintenance of the Councils IT Policies, procedures and guidance

Principal Governance Officer

- Maintenance of the Council's Data Retention Policy and Guidelines.

Data Protection Officer (DPO)

- Ensures that the Council's processing operations adequately safeguard personal data, in line with legal requirements.
- To have unfettered access to the Executive Board on data protection matters.
- Carries out a periodic review of the Data Protection Policy, with recommended changes being reported to Executive Board and Cabinet.
- Monitor compliance with the Council's Data Protection Policy.
- Create, maintain and publish the Councils Privacy Statement.
- Ensure regular training and guidance is available to employees and Councillors, and that it is up to date
- Advising the Council of its legal obligations in relation to the GDPR
- Informing, supporting and advising employees, Councillors and third parties (as appropriate) of their obligations and requirement of the GDPR.
- Monitoring compliance with the policy, reporting findings to Executive Board.
- Review of, maintaining logs of, and advising on privacy impact assessments.
- Provide standardised templates to managers on all GDPR notifications including notification of individuals' rights, consents, data sharing agreements, data audit forms and privacy impact assessment templates.
- To report any data breaches to the regulators and individuals
- Co-ordinating and responding to subject access requests and all other rights of individuals.
- Decision maker in relation to whether a subject access request is considered to be manifestly unfounded or excessive.
- Ensure sufficient organisational and technical policies are in place to protect personal data (and for the restoration of personal data where appropriate).
- Co-ordinate data protection audits and maintain records of the audits.
- Maintain a register of, and approve data sharing arrangements.
- Point of contact for, and working with the supervisory authority in relation to the processing of personal data.
- To maintain sufficient records (including all other registers and logs not identified separately above but set out in the policy) to demonstrate the Council is complying with the legislation.

Head of Public Health and Protection

- Maintenance of the Councils Patient Identifiable Information Policy and guidance.

Procurement Manager

- Provide advice and support with the DPO in contractual provisions with third parties.

Appendix B – Definitions

Data Subject

The data subject is the living individual to whom the person data relates.

Personal Data

Also known as Personal Information, or Personally Identifiable Information (PII), is information relating to a person, which can directly or indirectly identify that person. In particular, by reference to an identifier, such as a name, identification number, location data, online identifiers, or one or more factors specific to the identity of a person, such as physical, physiological, genetic, mental, economic, cultural or social identifiers.

Examples of this information can be names, addresses, passport number, IP addresses, photographs, nicknames, biometric data and health data.

Relevant Policies

There are a number of other policies and procedures integral to the governance framework for protecting data that employees must be aware of:

- The Data Protection Policy and associated policies, and Guidelines
- The Patient Identifiable Information Policy
- The Acceptable Use Policy for ICT
- The Use of Removable Media Policy
- The Disaster Recovery Policy
- The Information Protection Policy (IT)
- The Information Security Policy
- The IT Access Policy
- The IT Infrastructure Policy
- The Mobile Phone Security Policy
- The Remote Working Policy
- The Subject Access Requests Procedure
- The Data Breaches Procedure
- The Data Protection Training Procedure
- The Privacy Impact Assessment Procedure
- The Paper Records Handing Procedure
- The Secure Office Procedure

Sensitive Data

Also known as Sensitive Information or Sensitive Personal Data, are specific categories of personal data, which under the GDPR and other UK laws, explicit consent is required in order to hold and process. These categories of data are:

- Race or ethnic origin;
- Political opinions;
- Religious or philosophical beliefs;
- Trade union membership (or lack of);
- Physical or mental health;
- Sex life and sexual orientation;
- Genetic data;
- Biometric data which can uniquely identify the individual;
- Actual or alleged criminal records, convictions or activities including court proceedings.

Third Parties

Any third party the Council legitimately shares, or that it intends to share data with, including, but not limited to contractors, service providers, partners and volunteers.

Data Controller – The term that describes those legal entities who collect and use Personal Data (in our scenario WHBC is the Data Controller)

A Data Controller means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed. Where an organisation is required by law to process personal data, it must retain data controller responsibility for the processing. It cannot negate its responsibility by 'handing over' responsibility for the processing to another data controller or data processor.

NB. The term 'person' is a legal reference to a legal entity which is can include companies, public authorities or partnerships.

Data Processor – An external party who performs any activity whatsoever that involves Personal Data, held either electronically or manually, which is undertaken on behalf of the Data Controller. Sub-Data Processors can be appointed by the Data Processor but only with the permission of the Data Controller.

Protectively Marked Documents - The purpose of protective markings is to indicate the value of a particular asset in terms of the damage that is likely to result should it be compromised. The Protective Marking System ensures that sensitive information receives a uniform level of protection and treatment according to its degree of sensitivity.

Information Commissioner's Office - The Information Commissioner's Office is an independent authority in the UK that promotes openness of official information and protection of private information.

Appendix C – Councillors

This appendix sets out the various roles of Councillors in line with the Information Commissioners (ICO) guidance, and when this policy applies to Councillors.

More detailed guidance is available from the ICO:

https://ico.org.uk/media/for-organisations/documents/1432067/advice-for-elected-and-prospective-councillors.pdf

Councillors as a member of the Council

When Councillors receive and/or process information as a member of Council, they must comply with the Council's Data Protection Policies.

This includes all data and information shared by Officers as part of the Councils day to day operations, and any information received for and at Committee and Council meetings.

Councillors representing residents of their ward

Where a Councillors is acting in their capacity as a ward Councillor, they may process data in their own right, which the Council may not be aware, and may not be appropriate for it to be party to.

In these situations, a Councillor is acting as a data controller in their own right, and are required to be separately registered with the ICO. The Council has registered all Councillors as individual data controllers as requested by the ICO.

Councillors need to ensure they are aware of their responsibilities when sharing data with the Council and other parties, and feel comfortable that they have consent to share data from the constituent.

Should a Councillor receives information, which goes on to form part of the Councils day to day activities, this data should be managed in line with the Council's Data Protection Policies.

Councillors representing a political party

Councillors may process data on behalf of their political party, for example when using a mailing list for campaigning during elections.

When using data in this capacity, Councillors should comply with their parties' data protection policies and other relevant legislation (such as the Direct Marketing Legislation).

Part I
Item No: 10
Main author: Paul Underwood
Executive Member: Tony Kingsbury
All Wards

WELWYN HATFIELD BOROUGH COUNCIL
CABINET – 6 MARCH 2018
REPORT OF THE DIRECTOR (RESOURCES, ENVIRONMENT AND CULTURAL SERVICES)

PERFORMANCE EXCEPTION REPORT – QUARTER 3 (2017-18)

1 Executive Summary

1.1 This report summarises our strategic performance data on an exception basis following the monitoring and review of performance reports by Executive Members, Directors and Heads of Service.

1.2 Performance Clinics are held quarterly to review our progress towards business plan targets, performance indicator targets, financial performance, service complaints and reports on our current strategic and operational risks. The most recent Clinic meeting was held on Thursday 8 February 2018.

1.3 Any targets reported at this meeting as ‘not completed’ or ‘not improved’, is exception reported in the appendices to this report. High rated risks are also noted here.

2 Recommendation

2.1 That Cabinet note the contents of this report and approves any proposed actions highlighted in the appendices.

3. Explanation

3.1 A performance exception report is presented to the Cabinet on a quarterly basis as part of our current performance management framework.

3.2 By working with Heads of Service in the production of the Clinic reports, we further embed accountability for performance and risk within our Officer structure. This allows for a flow of more detailed information to and from the council’s Leadership.

4. Legal Implications

4.1 There are no direct legal implications arising from the contents of this report.

5. Financial Implications

5.1 There are no direct financial implications associated with the production of Clinic reports. They are compiled and presented by the Policy and Communications team which is resourced to do so.

6. Risk Management Implications

6.1 A risk assessment of our performance management framework can be reviewed in April and October on the council's strategic Risk Register.

7. Security and Terrorism Implications

7.1 There are no security and terrorism implications directly arising from the contents of this report.

8. Procurement Implications

8.1 There are no procurement implications directly arising from the contents of this report.

9. Climate Change Implications

9.1 There are no direct climate change implications arising from the contents of this report.

10. Link to Corporate Priorities

10.1 This report is linked to all the council's current corporate priorities as it shows the status of all business, finance and performance targets associated within each priority.

11. Equality and Diversity

11.1 An Equality Impact Assessment was not completed because this report does not propose changes to existing service-related policies or the development of new service-related policies.

Name of Author: Paul Underwood (01707) 357220
Title: Head of Policy and Culture
Date: February 2018

Background Papers:

Appendix One - Business Plan Targets

Appendix Two - Performance Indicators

Appendix Three - Strategic Risks

Appendix Four - Operational Risks

Appendix One

Business Plan Targets – Quarter 3

All published Business Plan targets for 2017-18 are currently scheduled to be achieved by the end of March 2018.

Progress for all targets under each of our five Corporate Priorities is summarised here.

Corporate Priority	Green (completed)	Amber (on schedule)	Red (not completed)	Total
1 – Maintain a safe and healthy community	**8** (44%)	**10** (56%)	**0** (0%)	**18** (100%)
2 – Protect and enhance the environment	**5** (36%)	**9** (64%)	**0** (0%)	**14** (100%)
3 – Meet the borough's housing needs	**1** (9%)	**8** (73%)	**2** (18%)	**11** (100%)
4 – Help build a strong local economy	**4** (57%)	**3** (43%)	**0** (0%)	**7** (100%)
5 – Engage with our communities and provide value for money	**6** (46%)	**6** (46%)	**1** (8%)	**13** (100%)
Total	**24 (38%)**	**36 (57%)**	**3 (5%)**	**63 (100%)**

Three published targets are not going to be completed in this financial year and they are exception reported below.

Business Plan target reported as 'red' (not completed)

Business Plan Ref	Target	By When	Lead Officer	Nature of Problem / Proposed Remedial Action / Other Comments
3.1.1	To develop a new Neighbourhood Inspection Programme which will include engaging with 'resident champions' to help improve our housing and neighbourhood services	December 2017	Head of Housing Operations	Ad-hoc neighbourhood inspections are already carried out by the Estate Management Officers responding to tenant, officer or member enquiries so we are reactive rather than proactive. This programme will deliver a better understanding of the quality of our neighbourhoods and, although the mapping of the relevant estates had started following the 'go live' of the transformation programme (including the changes to structures and operating models), this action will be carried over into 2018-19 when we have the new housing teams in place.
3.3.4	To make sure that council tenants are aware of our online account services so that they can enjoy improved access to our services and information	March 2018	Head of Housing Operations	The original target date of 31 March will not be met. The upgrade release for the Tenants Portal, 'SeeMyData', has been delayed by the supplier. So the expected light-touch promotion to tenants and internal promotion with housing staff is now scheduled for quarter one in 2018-19.
5.3.2	To complete the refurbishment of the ground and first floor public toilet areas at CW Entertainment to improve access and facilities for its customers	March 2018	Head of Policy and Culture	This project to refurbish the public WC areas within CW Entertainment will not be completed in 2017-18. This is due to other work priorities for the council's Premises team and the fact that CW Entertainment is currently in its busiest trading period in the year. The earliest date by when this work will commence is expected to be April or May 2018, and it will be on a phased basis to keep some WCs operational at all times.

Appendix Two

Performance Indicators – Quarter 3 (2016-17 & 2017-18)

A summary of our Key Performance Indicators collected over a two year period is shown here.

Total Number of Key Performance Indicators	Number of KPI's – improved	Number of KPI's - not improved	Number of KPI's - remained the same
33 (100%)	**18 (55%)**	**10 (30%)**	**5 (15%)**

Ten Performance Indicators did not report an improvement in Quarter 3.

They are exception reported below with service comments to explain their performance.

Brief Description of Indicator	Q3 2016-17 Performance		Q3 2017-18 Performance		Service Comments
	Target	Outturn	Target	Outturn	
PI 5 - The number of employee working days lost due to sickness absence per full-time equivalent member of staff *Head of Law & Administration*	1.75 days	1.78 days	1.75 days	2.06 days	Although the target has been slightly exceeded, sickness absence over this quarter has decreased despite the winter months usually seeing an increase in employee absence. Over this period sickness absence has dropped from 314.5 days in October, to 272.75 in November and to 180.25 in December. Long term absence among our staff equates to 45% of all absences reported in this period.
PI 12 - School group visits to, and use of, museums and galleries *Head of Policy & Culture*	850 visits	727 visits	850 visits	486 visits	In Quarter 4 we can help with transport costs for local schools after being awarded with a grant from the Tesco Bag scheme. This will help to fill school sessions for British Science Week taking place in March and boost school visitor numbers. We are analysing our school bookings data to identify those schools which are no longer visiting our sites, and re-establishing our links with them. We are also forging links with Verulamium in St Albans for future combined school visits to the Welwyn Roman Bath House. We presented to 25 local school teachers at their forum meeting on 25 January. This helped us to showcase our loans boxes and assess the local demand for STEM (Science, Technology, Engineering and Maths) sessions at Mill Green. This was a great networking opportunity and we are planning to host regular twilight meetings for teachers at Mill Green later this year.

Brief Description of Indicator	Q3 2016-17 Performance		Q3 2017-18 Performance		Service Comments
	Target	Outturn	Target	Outturn	
PI 13 - The total number of tickets sold across all businesses at CW Entertainment (excluding private party bookings) *Head of Policy & Culture*	90,249	82,766	82,766	74,707	Film attendance has slightly increased in this quarter and is just over 1% up on the same quarter last year. Soft Play City also continues to perform relatively well. However, Roller City's general skate sessions have still not recovered and are back at pre-refurbishment levels. The operational changes within the on-site marketing team have still to take effect and this is affecting its income. Food and beverage sales are also a little down in this quarter compared to last year. This is due to the poor film offering in Quarter 2 which persisted into Quarter 3 and only really picked up over the festive season.
PI 19 - The cleaner local streets survey rating based on the DEFRA amounts of litter and detritus guidelines *Head of Environment*	95.00%	97.60%	95.00%	91.50%	The Quarter 3 results are slightly lower than the target. This reflects the amount of detritus on the streets observed at this time of year, which is ahead and during the leaf clearance programme. Service requests raised for roads that require additional cleansing are programmed in, and cleansing schedules are amended with our Contractor as needed.

Brief Description of Indicator	Q3 2016-17 Performance		Q3 2017-18 Performance		Service Comments
	Target	Outturn	Target	Outturn	
PI 27 - The percentage of planning application appeals allowed against the council's decision - as a percentage of the total number of appeals *Head of Planning*	33%	19.00%	33.00%	42.00%	Twelve appeal decisions were received in this period with five allowed. Officers keep all appeals under review in liaison with the Development Management Committee so that all learning is gathered in.
PI 29 - The maximum number of households living in temporary accommodation in the borough (where the council has a duty) *Head of Community & Housing Strategy*	55	63	55	89	Over the last six months we have seen an increase in the number of households living in temporary accommodation. This is due to a number of factors including a slight increase in presentations to the service; a reduction in permanent move-on housing; and a difficulty in accessing alternative options in the private sector. The average wait for families in temporary housing is currently 5-6 months. Our focus remains on prevention and we are also working proactively to ensure that there is a supply of permanent accommodation via our Affordable Housing Programme and partnerships with Registered Providers, and there is sufficient temporary accommodation to meet our needs. With the forthcoming implementation of the Homeless Reduction Act, which will see our duties increase, it is probably appropriate to review this target to reflect the new legislative landscape.

Brief Description of Indicator	Q3 2016-17 Performance		Q3 2017-18 Performance		Service Comments
	Target	Outturn	Target	Outturn	
PI 34 - The percentage of council properties with a valid gas safety certificate *Head of Housing Property Services*	100%	99.98%	100%	99.89%	At the end of Quarter 3, 8,767 of the 8,777 properties (99.89%) held a valid LGSR. Of the 10 properties which were out of certification, 9 have been referred to our legal service (1 tenant has died and the property is now vacant). Legal processes to gain access to these 9 properties is now in train, and the escalation process is being closely monitored to ensure there is compliance.
PI 35 - Current council tenant arrears as a percentage of the annual rent debit *Head of Housing Operations*	1.73%	2.29%	1.60%	2.54%	Performance has been impacted by several adverse factors with the operating environment becoming increasingly more challenging. We are working with colleagues in Revenues and Benefits to address the delays in claim processing, and reduce the current level of 'technical' arrears due to pending housing benefit payments. Currently there are 66 tenants on Universal Credit with a combined debt of £42k. It is anticipated that this will steadily increase over the coming months. This represents an average arrear of £645.00 per UC claimant. We are developing new performance reports to deliver more targeted monitoring of UC arrears cases. The changes as a result of our service transformation programme will allow a more focused approach to rent arrears and collection. We also continue to deliver effective collaborative working in partnership with Citizen Advice Bureau. The current level of outstanding arrears is a priority concern, with more detailed analysis being done to identify specific causes and issues at neighbourhood level.

Brief Description of Indicator	Q3 2016-17 Performance		Q3 2017-18 Performance		Service Comments
	Target	Outturn	Target	Outturn	
PI 37 - The average void property re-let time for standard council homes in days *Head of Housing Operations*	19.85 days	18.80 days	18.00 days	22.30 days	We have experienced a number of issues relating to the gas safety checks for voids which has now been addressed. We expect to see an improvement in Quarter 4. Some delays have also been experienced with letting sheltered units designated for Flexicare. This process is being reviewed with Herts County Council to identify where improvements can be made to speed up the process and get empty properties let faster.
PI 39 - The percentage of customers within the last 12 months 'satisfied' with the way their housing complaint was handled (Housing Operations, (Housing Property Services, Community & Housing Strategy) *Head of Housing Operations / Head of Housing Property Services / Head of Community & Housing Strategy*	--	--	80.00%	56.00%	Improvements to the way complaints are managed by staff were implemented in Quarter 2. One of the key drivers is to ensure customers are kept regularly updated whilst their complaint is being processed. We are pleased to report that these changes have resulted in an improvement in performance. The result for December on its own was 71.40% which is much closer to the target.

Appendix Three

Strategic Risks

Our Risk Register enables the reporting of all strategic risks using a traffic light system to determine both their impact and probability of occurrence. Strategic risks are assessed by the responsible Executive Director and their Executive Member based on current circumstances and can be reviewed every six months in April and October.

All strategic risks are summarised here:

Current Strategic Risks		
Red	**Amber**	**Green**
0 (0%)	**10 (62%)**	**6 (38%)**

Amber strategic risks were reported for: the Local Plan, Staff / Workforce, ICT Failure, ICT (Data Protection), Finance, Management of Council Owned Property (housing and non-housing), Health & Safety, Corporate Resilience and the Prevent Agenda.

Mitigation plans and other risk controls are in place for all of our current strategic risks.

Appendix Four

Operational Risks

Operational risks are assessed by our services on the Risk Register. This is done in the same way as strategic risks but they are unique to individual services. There are currently two operational risks reported as 'Red' across our services. These are in the following portfolio holder area:

Planning, Housing & Community

- Planning - Inadequate professional resource.
- Strategic Housing – Non delivery on Section 106 sites.

'Red' risks can be re-assessed by the Head of Service or Executive Director at any time, which may lead to them reducing to either 'Amber' or 'Green' or remaining at 'Red'. Risk owners are also prompted by the council's Risk and Resilience Manager to review them in April and October each year.

Part I
Item No: 11
Main author: Thom Burn
Executive Member: Tony Kingsbury
All Wards

WELWYN HATFIELD BOROUGH COUNCIL
CABINET – 6 MARCH 2018
REPORT OF THE DIRECTOR (RESOURCES, ENVIRONMENT & CULTURAL SERVICES)

COUNCIL ACHIEVEMENTS LIST – OCTOBER TO DECEMBER 2017

1 Executive Summary

1.1 This report collates and summarises the council's key achievements and service improvements for Quarter 3 of 2017-18.

2 Recommendation(s)

2.1 That Cabinet notes the report and contents of this Achievements List.

3 Explanation

3.1 Appendix A highlights the council's achievements taken from our press releases, decisions taken at committees, community-based activities and events and business plan or service plan targets achieved for the quarter.

3.2 The Achievements List is checked with relevant Directors and Heads of Service as part of its preparation every quarter.

Implications

4 Legal Implication(s)

4.1 There are no direct legal implications arising from the contents of this report.

5 Financial Implication(s)

5.1 There are no direct financial implications arising from the contents of this report.

6 Risk Management Implications

6.1 There are no direct risk implications arising from the contents of this report, as it collates and reports on actions already completed and / or information already in the public domain.

7 Security & Terrorism Implication(s)

7.1 There are no direct security and terrorism implications arising from the contents of this report.

8 Procurement Implication(s)

8.1 There are no direct procurement implications arising from the contents of this report.

9 Climate Change Implication(s)

9.1 There are no direct climate change implications arising from the contents of this report

10 Link to Corporate Priorities

10.1 This report is linked to the all of the council's corporate priorities, specifically to the priority to *engage with our communities and provide value for money*.

11 Equality and Diversity

11.1 An Equality Impact Assessment was not completed because this report does not propose changes to existing service-related policies or the development of new service-related policies.

Name of author	**Thom Burn (01707) 357245**
Title	**Policy and Communications Manager**
Date	**February 2017**

Appendix A: Council Achievements List 2017-18
Quarter 3, October-December 2017

Corporate Priorities

One – Maintain a safe and healthy community
Two – Protect and enhance the environment
Three – Meet the borough's housing needs
Four – Help build a strong local economy
Five – Engage with our communities and provide value for money

(Press releases: U: Used by local media, N: Not used by local media, x: not yet published.)

Achievement	Source	Corporate Priority
October 2017		
Plans to redesign the public space in White Lion Square went on display in Hatfield town centre. The redesign follows a public consultation in early 2015 which sought views on how residents would like to see the space used. It aims to make better use of the area, create a more welcoming environment and drive footfall to shops and businesses in and around the town centre.	Press release (U)	Four
The Partnership Accreditation for Landlords (PAL) scheme registered its 100th Accredited Landlord. The PAL scheme is a free and voluntary landlord and property accreditation scheme, set up by the council and the University of Hertfordshire in 2012, which recognises landlords and agents who meet their legal obligations and provide quality rented homes in the private rented sector in Welwyn Hatfield.	Press release (U)	Three

Achievement	Source	Corporate Priority
A range of Halloween-themed events were held at both Mill Green Museum and in Hatfield town centre providing free or low-cost family entertainment to residents, including games and competitions, and boosting footfall to these venues.	Press release (U)	Five
Valuable safety messages were passed on by students in schools to help their peers spot signs of domestic abuse. Sixteen Year 12 students from schools across the borough participated in the second Community Youth Champion workshop which included presentations on domestic violence, child exploitation and having healthy relationships.	Press release (N)	One
Cabinet agreed to proceed with the redevelopment of Howlands House in Welwyn Garden City to provide more good quality accommodation for homeless households in the borough. Providing short-term accommodation for people and families who have lost their homes, the proposals would see the original buildings demolished to make way for a larger, modern facility to house more people in need. The new buildings would replace the 63 rooms with improved and more comfortable accommodation, and create space for an additional 64 flats.	Press release (U)	Three
Residents and businesses were invited to have their say on the potential introduction of a Public Spaces Protection Order (PSPO) in parts of Hatfield, including the town centre. A PSPO helps to protect shared spaces and the community from anti-social behaviour, giving the police additional powers to issue fines and prosecute those responsible.	Press release (U)	One

Achievement	Source	Corporate Priority
November 2017		
Remembrance Day was commemorated by a number of services and wreath-laying ceremonies at different venues across the borough attended by councillors, officers and many members of our local community.	Press release (U)	Five
A £6m grant from the Hertfordshire Local Enterprise Partnership (LEP) was announced to help release land in Hatfield town centre for new homes and for retail and leisure, to secure its continued transformation to 2030 and beyond. It follows a successful funding bid to the LEP awarding £4.8m towards the cost of building a multi-storey on The Common car park which will be reinvested in developing other residential and retail sites around the town, and £1.2m to improve the public space in White Lion Square.	Press release (U)	Four
The council launched a new community gardening scheme called '*It's Your Neighbourhood'*, seeking local volunteers to celebrate and cultivate green spaces near their home with the council's help. Individuals and local gardening groups were invited to come and find out more at a launch event in the Council Chamber	Press release (N)	Two
Nominations opened for the 2018 Civic Awards which celebrate local people in their personal endeavours and inspirational achievements. Run annually by the council, and now sponsored by its housing repairs and maintenance contractor *Mears*, the Civic Awards are the highest accolade bestowed by the authority. A *Young Person's Award*, sponsored by the University of Hertfordshire, is also given to people aged 21 or under.	Press release (U)	Five

Achievement	Source	Corporate Priority
Mill Green Mill and Museum won an award at the prestigious Hertfordshire Tourism Awards. The venue won in the *'Hidden Gem Visitor Attraction in Hertfordshire'* category, beating off competition from Letchworth Garden City's Standalone Farm and Henry Moore Studios and Gardens near Much Hadham. The awards, held annually, celebrate exceptional standards of customer service and outstanding overall visitor experiences.	Press release (U)	One
Over 60 leaders from voluntary organisations across the borough gathered at the Welwyn Hatfield Alliance Conference to highlight the important work of the sector. This year's theme, *'Communities Together'*, saw attendees discuss current projects and work within the voluntary and community sector, and celebrate some of the strong partnerships that exist. This annual event, organised by the council, featured keynote speeches from Welwyn Hatfield Inter Faith Group, Connect Hertfordshire, Welwyn Hatfield Community Voluntary Service, Citizens' Advice Welwyn Hatfield and Welwyn Hatfield Community Inclusion Partnership.	Press release (N)	Five
Ten local Town and Parish Councillors and Clerks joined Borough Councillors for a planning training session which was hosted by Trowers & Hamlins.	Business Plan	Three
December 2017		
The *Hertfordshire Warmer Homes* scheme, of which the council is a partner, was launched. The scheme offers free or discounted energy efficiency improvements, such as loft or cavity insulation and heating repairs, to eligible households in the borough.	Business Plan	One

Achievement	Source	Corporate Priority
Minster House in Hatfield will provide better accommodation for the borough's older population after Cabinet agreed new redevelopment proposals. The council has set aside £15m for the project to fund a new purpose-built facility, helping future generations of older people live happily, independently and comfortably in their own homes. It follows a borough-wide consultation which asked how the council could best meet the needs of older people in our communities and ongoing discussions with Minster House residents to collect their views and suggestions.	Press release (U)	Three
Local businesses and residents were invited to get into the festive spirit at a Christmas carol event in White Lion Square, supported by a four piece live band. Attendees received a voucher for a free mince pie and hot drink from Simmons in the town centre.	Press release (U)	Five
The Museum Service has successfully added 17 new volunteers to its existing numbers over 2017, although four volunteers have stepped down for different reasons, representing a net gain of 13 volunteers.	Business Plan	One
Free advice on staying safe and well this winter was delivered at a *Safer Together* event in Hatfield, giving people advice on personal and financial safety, health and wellbeing, and crime prevention. The event was organised and delivered by the Community Safety Partnership.	Press release (U)	One
The annual activities and events programme for the Museum Service was successfully completed for 2017 with the delivery of the *Victorian Christmas Fair* bringing together Victorian street sellers, commercial stalls, and a range of children's activities.	Business Plan Press release (U)	One

Achievement	Source	Corporate Priority
43 public and school performances of *Beauty and the Beast* were successfully completed between 8-31 December. Customer feedback was extremely positive, as were reviews both online and in print. *Aladdin* has been commissioned as the panto for 2018 and tickets went on sale on Friday 9 February.	Business Plan Press release (U)	One

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