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Contact:democracy@welhat.gov.uk

* Reporting to Cabinet

11 February 2025

You are requested to attend a meeting of the WELWYN HATFIELD BOROUGH COUNCIL CABINET HOUSING PANEL to be held on Wednesday 19 February 2025 at 7.30 pm in the Council Chamber, Council Offices, The Campus, Welwyn Garden City, Herts, AL8 6AE.

AGENDA **PART 1**

1. **APOLOGIES & SUBSTITUTIONS**

To note any substitution of Panel Members in accordance with Council Procedure Rules.

2. **MINUTES**

To confirm as a correct record the Minutes of the meeting held on 7 November 2024 (previously circulated).

3. **NOTIFICATION OF URGENT BUSINESS TO BE CONSIDERED UNDER ITEM 13**

4. **DECLARATIONS OF INTEREST**

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

5. **PUBLIC QUESTION TIME AND PETITIONS**

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

6. **QUARTER 3 2024/25 PERFORMANCE REPORT (Pages 5 - 20)**

Report of the Executive Director (Resident Services and Climate Change)

7. HOUSING COMPLIANCE UPDATE (Pages 21 - 24)
Report of the Executive Director (Resident Services and Climate Change)
8. PROPOSED REVISED TENANCY AGREEMENT (Pages 25 - 102)
Report of the Executive Director (Resident Services and Climate Change)
9. TENANT SATISFACTION MEASURES SURVEY 2023/24 ACTION PLAN - UPDATE (Pages 103 - 114)
Update of the Executive Director (Resident Services and Climate Change).
10. RENT ARREARS POLICY - COUNCIL TENANTS (Pages 115 - 130)
Report of the Assistant Director (Finance).
11. FORMER TENANTS ARREARS POLICY (Pages 131 - 146)
Report of the Assistant Director (Finance).
12. SUCH OTHER BUSINESS AS, IN THE OPINION OF THE CHAIRMAN, IS OF SUFFICIENT URGENCY TO WARRANT IMMEDIATE CONSIDERATION

13. EXCLUSION OF THE PRESS AND PUBLIC

The Panel 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 item 15 (if any) on the grounds that it involves the likely disclosure of confidential or exempt information as defined in Section 100A(3) and Paragraph 4 (consultations or negotiations relating to labour relations) 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. ANY OTHER BUSINESS OF AN EXEMPT NATURE AT THE DISCRETION OF THE CHAIRMAN

<u>Circulation:</u>	Councillors	M.Birleson J.Cragg R.Lass T.Rowse (Vice-Chairman) R.Trigg J.Weston	L.Chesterman J.Otumunye A.Nix S.Khan P.Zukowskyj M.Hobbs (Chair)
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Co-opted Members:-
Tenants' Panel Representatives

Anthony Goodwin
Ardita McHugh

Independent Representatives

R.Paris

Senior Leadership Team
Press and Public (except Part II Items)

If you require any further information about this Agenda please contact Democratic Services, Governance Services on or email – democracy@welhat.gov.uk

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Agenda Item 6

Part I

Main author: Sue McDaid

Executive Member: Cllr Gemma Moore

All Wards

WELWYN HATFIELD BOROUGH COUNCIL
CABINET HOUSING PANEL – 19 FEBRUARY 2025
REPORT OF THE EXECUTIVE DIRECTOR (RESIDENT SERVICES AND CLIMATE
CHANGE)

HOUSING PERFORMANCE REPORT – QUARTER 3 2024/25

1 Executive Summary

- 1.1 The attached report (Appendix A) provides a summary of the Key Performance Indicators (KPIs), and commentary on performance across the Council's housing services. The KPIs are monitored quarterly by the Senior Management Team and Cabinet at the Council's performance clinic meetings.
- 1.2 The report is for quarter 3 performance for the year 2024/25.
- 1.3 The attached report (Appendix B) also provides the complaint handling performance for housing for quarter 3.

2 Recommendation

- 2.1 That Cabinet Housing Panel note the contents of the report.

3. Explanation

KPI performance

- 3.1 The KPIs being reported, as shown in Appendix A, are the corporate KPIs published in the Council's Corporate Business Plan for 2024/25.
- 3.2 The report shows the results for each KPI and how performance compares against target and tolerance. Each result is assessed and highlighted either as red, amber or green.
- 3.3 The report also includes commentary for all of the KPIs, to provide a rationale for any changes in performance.
- 3.4 The KPIs that are out of target (red) are:
 - 3.4.1 BPI 133 Disrepair cases per 1,000 properties:
There are currently 113 open cases, mostly involving damp and mould, and are going through the legal process.
 - 3.4.2 BPI 129 – overall satisfaction with planned works:
There was a low level of surveys completed and decreased satisfaction compared to Q2.
 - 3.4.3 BPI 37 – the average standard voids relet times:
This is subject to an improvement plan prepared by the contractor. The contractor has brought in additional staff and sub-contractors to meet demand. The

performance is monitoring with the contractor on a weekly basis. The backlog of older voids being addressed and this is impacting the statistics.

3.4.4 BPI 88 – the average major voids relet times:

This is subject to an improvement plan prepared by the contractor. Many of these voids require major works (eg structural) and are taking longer. The backlog of older voids being addressed and this is impacting the statistics. As above, the performance is being monitoring with the contractor on a weekly basis,

3.5 The KPIs that are slightly out of target (amber) are:

3.5.1 BPI 33 Overall satisfaction with repairs service

This has decreased slightly below target in Q3 (83.56% against a 85% target) and is being monitored.

3.5.2 BPI 34 – Percentage of properties with a valid gas certificate

These are 17 homes as of 31/12/24, which are subject to the legal process.

3.5.3 BPI 34 – Percentage of properties with an electrical certificate

The performance was 98.45% against a target of 100%. These small number of homes are subject to the legal process.

3.5.4 BPI 33 Percentage of emergency repairs completed in time

32 of the 2232 emergency repairs were not completed on time.

3.5.5 BPI 151 Percentage of non emergency repairs completed in time

313 of the 4173 non-emergency repairs were not completed on time. This is an improvement on Q1 and 2.

3.5.6 BPI 131 percentage of repair appointments kept

At 93.88%, this has fallen slightly below target in Q3 and is being investigated.

3.6 Housing Complaints performance – Q3 of 2024/25

3.6 The stage 1 and 2 complaints data for this period is in Appendix B, including Housing Ombudsman cases. The majority of complaints are for council housing repairs which is not unexpected due to the high volume of repairs.

3.7 The performance for complaints has improved in Q3 by over 20% compared to Q2 and is expected to continue to improve in accordance with the complaints improvement plan.

3.8 The majority of lessons learned from complaints investigated have focused on 3 main areas; operational service delivery, improved customer service and improved communications. We are looking to improve lessons learned reporting.

Stage 1 complaints:

3.7.1 620 stage 1 complaints have been received between 1 April and 31 December 2024 (Q1-Q3). The percentage of stage 1 complaints responded to within target has increased in Q3 compared to Q2.

Stage 2 complaints:

- 3.7.2 102 stage 2 complaints have been received between 1 April and 31 December 2024 (Q1-Q3). The percentage of stage 2 complaints responded to within target is similar in Q3 as in Q2.

3.8 Housing Ombudsman Cases:

- 3.8.1 There were no determinations (decisions) received from the Housing Ombudsman in Q3. Two cases went to full investigation with the Housing Ombudsman and here are 9 open cases that we are waiting on outcomes.

4. Legal Implications

- 4.1 All controls are in place to manage legal implications across the services.

5. Financial Implications

- 5.1 There are no new financial implications as a result of this report.

6. Risk Management Implications

- 6.1 There are potential risks of reputational damage, financial implications and legal action if service delivery and performance and corporate complaints are not managed. All KPIs and complaints have controls in place and are monitored on a weekly and monthly basis.

7. Security and Terrorism Implications

- 7.1 There are no security and terrorism implications arising from this report.

8. Procurement Implications

- 8.1 There are no procurement implications arising from this report.

9. Climate Change Implications

- 9.1 The Decent Homes standard for council housing stock and private sector housing directly affect climate change and are monitored within these KPIs.

10. Human Resources Implication(s)

- 10.1 There are no human resource implications arising from this report.

11. Health and Wellbeing Implications

- 11.1 Several of the KPIs impact on the safety, and health and wellbeing of housing tenants and also on Housing Needs Register applicants.

12. Communication and Engagement Implications

- 12.1 Performance information is shared with the Tenants Panel to be used to identify areas of scrutiny by the Panel.

13. Link to Corporate Priorities

13.1 Each of the KPIs is a corporate published KPI and includes the corresponding reference used for performance clinic reports.

14. Equality and Diversity

14.1 An Equality Impact Assessment (EIA) has not been carried out in connection with the proposals that are set out in this report as the recommendation does not require a policy or service change.

Name of author(s): Sue McDaid
Title(s) Executive Director (Resident Services and Climate Change)
Date 5 February 2025

Appendices:

Appendix A – CHP Performance Report – Q3 2024/25
Appendix B – CHP housing complaints report Q3 2024/25

Cabinet Housing Panel

KPI's 2024/25





Key Performance Indicators

Red - Out of target Amber - Within tolerance Green - On target

Title	Description	Commentary	Target	Q1	Q2	Q3	Q4	YTD	Last Year
<input type="checkbox"/> Housing Repairs									
<input type="checkbox"/> Service Manager (Housing Repairs And Building Safety)									
BPI 33	The percentage of council tenants satisfied overall with the responsive repairs service	444 surveys were returned in Q3 and 371 tenant were satisfied with their repair.	85.00	88.80	87.00	83.56		85.44	86.79
BPI 152	Percentage of repairs not completed due to no access*	470 repairs were not completed in Quarter 3 due to no access from the tenant.		8.76	7.91	7.32		7.96	
BPI 111	The percentage of communal blocks with an asbestos survey/re-inspection	All asbestos inspections are completed.	100.00	100.00	100.00	100.00		100.00	100.00
BPI 110	The percentage of communal blocks with a current EICR	All block have a current EICR.	100.00	100.00	100.00	100.00		100.00	100.00
BPI 113	Percentage of communal blocks with a current FRA	all Blocks have a current FRA new FRA are currently being completed and we are reviewing actions.	100.00	100.00	100.00	100.00		100.00	100.00
BPI 115	Percentage of communal blocks with a current LOLER	All LOLER inspections have been carried.	100.00	100.00	100.00	100.00		100.00	100.00
BPI 114	Percentage of communal blocks with a current LRA	All LRAs have been completed all actions have been reviewed and are currently being quoted all are in date.	100.00	100.00	100.00	100.00		100.00	100.00
BPI 34	The percentage of council properties with a valid gas safety certificate	At the End of December there were 17 home with a valid gas safety certificate. A number of cases going through the legal to gain access.	100.00	99.84	99.83	99.84		99.84	99.91
BPI 133	The number of disrepair cases open for every 1,000 council properties	At the end of Quarter 3 we have 113 open cases and solutions are being investigated to fix the homes.	1.10	10.10	11.44	12.68		12.68	10.10
BPI 112	The percentage of domestic properties with a current EICR	In Quarter 3 there were some properties going through the legal process due to no access issues. Without those holding us back, we would have been at 100%.	100.00	98.72	98.52	98.45		98.54	99.22
BPI 130	Percentage of responsive repairs completed in time - Emergency*	In Quarter 3 we booked 2232 emergency repairs and completed 2200 in the agreed time.	99.00	98.59	99.16	98.57		98.77	97.63
BPI 151	The percentage of non-emergency repairs completed in target*	In Quarter 3 we booked 4173 non emergency repairs and completed 3860 in time.	95.00	72.96	77.72	92.50		81.30	
BPI 131	The percentage of repair appointments kept*	In Quarter 3 we booked 6539 appointments and kept 6139. Conversations are ongoing with our repairs contractor to understand why.	95.00	97.96	97.18	93.88		96.34	97.44



Key Performance Indicators

Red - Out of target Amber - Within tolerance Green - On target

Title	Description	Commentary	Target	Q1	Q2	Q3	Q4	YTD	Last Year
<input type="checkbox"/> Housing Planned Maintenance									
<input type="checkbox"/> Investment & Planned Delivery Service Manager									
BPI 129	Overall customer satisfaction percentage with planned works	During the quarter we issued 267 satisfaction surveys on completion of planned works. We only received 29 surveys back during this period and 15 of those met the required standard. Due to the low number of surveys returned it is difficult to get an accurate picture of the levels of satisfaction with the works carried out. Where we have had negative feedback, this has related to issues with snagging being completed in time and communication issues. We have addressed these with the contractors as part of our continuing monitoring processes.	85.00	43.48	55.56	51.72		48.39	82.35
BPI 157	The percentage of tenants satisfied overall with cyclical decorations completed	Following the completion of Morgan Sindall's pilot programme of 13 properties, we sent out customer satisfaction surveys to all residents and have only received 1 return which scored 10/10 and therefore passed the KPI.	0.00	0.00	0.00	100.00		100.00	
<input type="checkbox"/> Housing Tenancy									
<input type="checkbox"/> Neighbourhood Team Leader									
BPI 37	The Average void property re-let time for standard council homes in days	During Q3 of 2024-25, a total of 24 void properties were recorded, consisting of 14 General Needs (GN) and 10 Sheltered Housing (SH) properties. The total void period across all properties was 4,380 days, resulting in an overall average of 182.5 days per property. Whilst improvement measures have been implemented the benefit of these will not be reflected in the figures until the backlog of legacy voids have been cleared. A more collaborative approach between Voids, Allocations and Neighbourhoods has been taken which will result in a tighter process key to key.	18.00	121.81	140.65	185.22		141.26	133.33
BPI 88	Average void relet time (days) for 'Major' voids (SH & GN)	The Q3 void performance underscores several key challenges that need urgent attention to achieve void management efficiency. The data highlights a mix of legacy voids, operational inefficiencies, and repair delays that continue to impact performance across both General Needs (GN) and Sheltered Housing (SH) categories. Legacy voids have had a particularly significant impact, especially in the GN category, where properties from 2023 required extensive repairs, including structural renovations and a complete gas system replacement. These legacy voids are not only inflating the average void duration but also consuming valuable resources that could otherwise be used for addressing newer cases. Delays between property offers and lettings, have emerged as a recurring issue, identifying what causes the delay and addressing this will have a positive impact on the figures in Q4.	35.00	201.50	179.05	185.92		150.64	253.00



Key Performance Indicators

Red - Out of target Amber - Within tolerance Green - On target

Title	Description	Commentary	Target	Q1	Q2	Q3	Q4	YTD	Last Year
<input type="checkbox"/> Income and Home ownership									
<input type="checkbox"/> Income & Home Ownership Manager									
BPI 35	Current council tenant arrears as a percentage of the annual rent debit	Arrears performance improved in December acheiving target. Significant improvement in performance in comparison to December 2023 (Q3) which stood at 2.29%. This performance is extremely positive with us expecting to continue to improve on last years final performance.	2.00	1.97	1.96	2.00		2.00	1.55
BPI 87	Percentage of housing rent collected in year against debt for the year	Collection performance improved in December exceeding target. This is extremely positive and is also a significant improvement from the collection rate December in 2023 (Q3) which was 99.24%.	98.00	99.44	101.77	101.07		101.07	99.74
<input type="checkbox"/> Housing Allocations									
<input type="checkbox"/> Housing Allocations Manager									
BPI 65	The percentage of Housing Needs Register applications assessed within 35 days	The team remain on target with the processing of their applications and continue to work on the processing of applications weekly.	90.00	100.00	100.00	100.00		100.00	100.00
<input type="checkbox"/> Housing Options									
<input type="checkbox"/> Housing Allocations Manager									
BPI 80	The number of households with children who are living in temporary hotel accommodation for more than six weeks	There were no families in hotel for more than six weeks at any point this quarter	0.00	0.00	0.00	0.00		0.00	



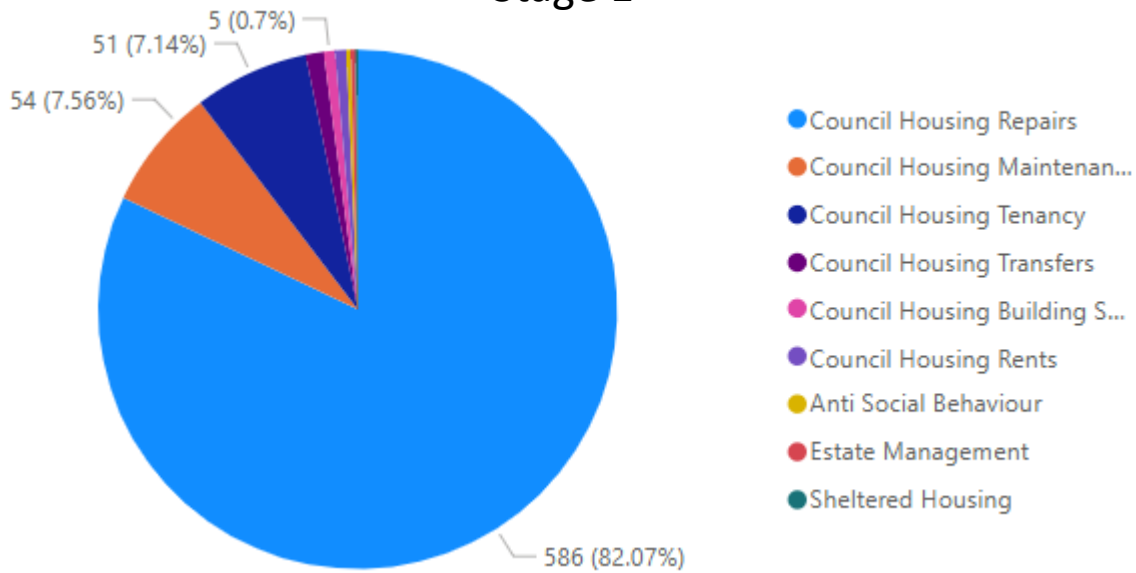
Housing Complaints

Cabinet Housing Panel Quarter 3

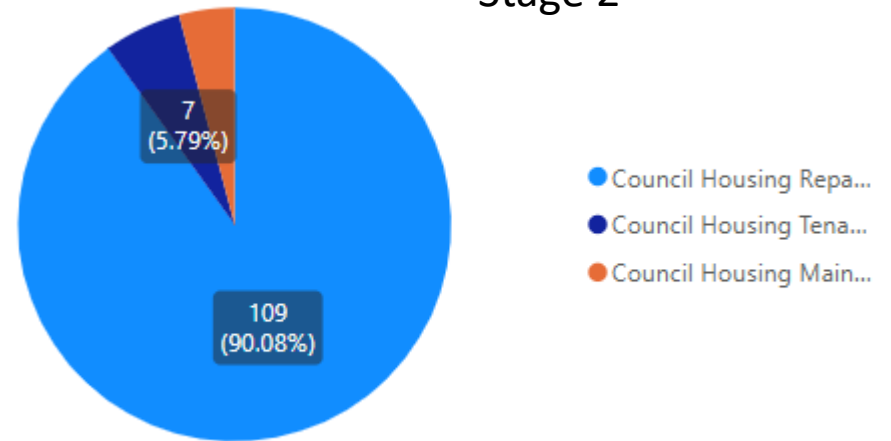


Complaints by Subject

Stage 1

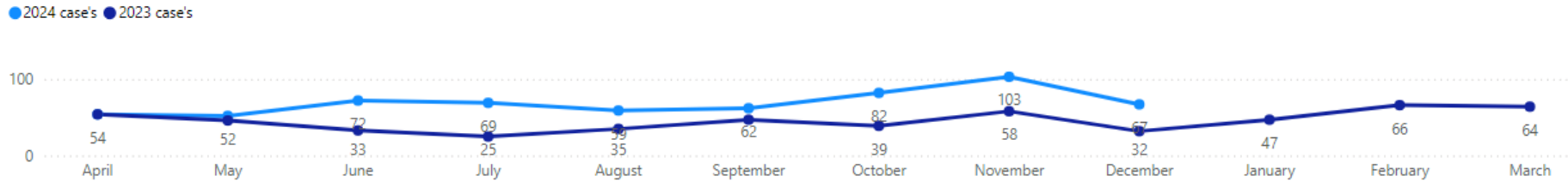


Stage 2

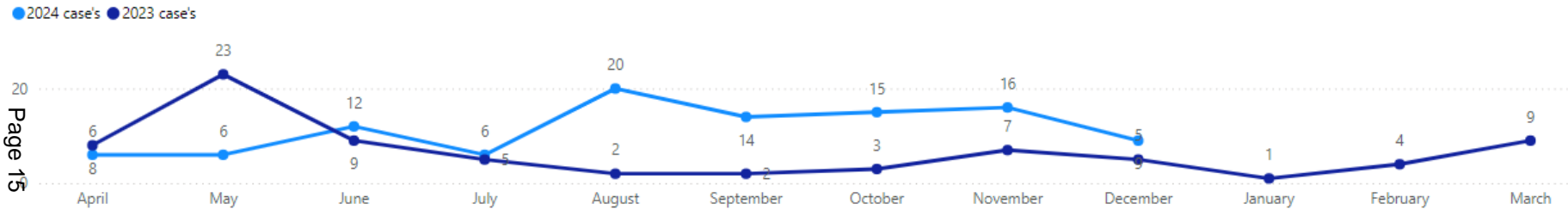


Total Number of new Stage 1 and Stage 2 Complaints

Stage 1 Created by Month



Stage 2 Created by Month

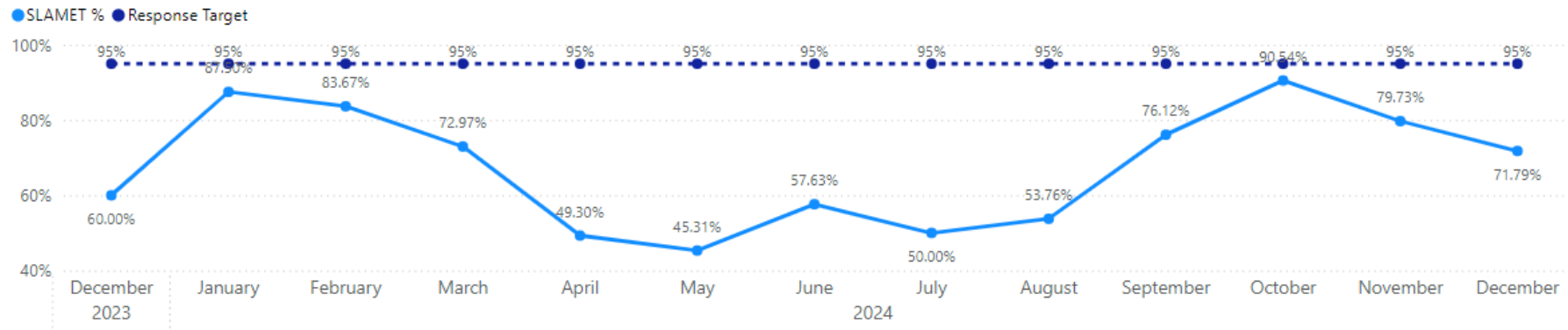


Breakdown by Service Team for Current period	Complaint Stage 1	Complaint Stage 2	Total
Compliance Team	2		2
Housing Repairs And Building Safety Team	510	93	603
Income And Home Ownership Team	5		5
Independent Living Team	1		1
Investment And Project Delivery Team	49	6	55
Neighbourhood And Enforcement Team	53	5	58
Total	620	104	724

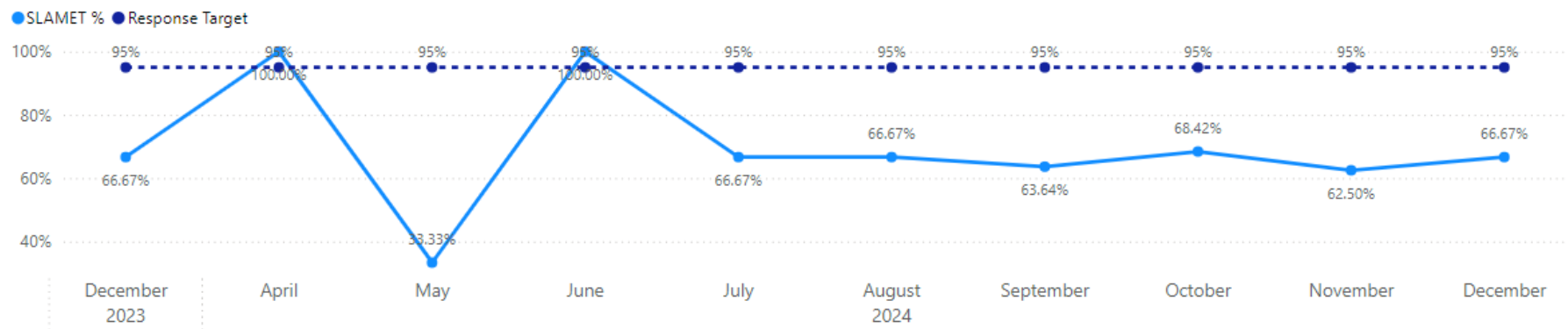


Response Rate: Stage 1 and Stage 2 Complaints

Stage 1 cases closed and SLA performance - per month and trend



Stage 2 cases closed and SLA performance - per month and trend



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Response Rate: Stage 1 and Stage 2 Complaints

Service	Target	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	YTD	YTD Case's	Trend
☐ Finance and Transformation	95%		100.0%		100.0%	100.0%								80.0%	5	▬
☐ Finance	95%		100.0%		100.0%	100.0%								80.0%	5	▬
Income And Home Ownership Team	95%		100.0%		100.0%	100.0%								80.0%	5	▬
☐ Resident Services & Climate Change	95%	52.0%	44.8%	60.00%	50.4%	50.0%	72.5%	82.5%	75.8%	72.1%				62.1%	804	▾
☐ Homes and Neighbourhood	95%	52.0%	44.8%	60.00%	50.4%	50.0%	72.5%	82.5%	75.8%	72.1%				62.1%	804	▾
Compliance Team	95%								100.0%					33.3%	3	▾
Housing Repairs And Building Safety Team	95%	46.8%	38.5%	59.68%	44.9%	42.2%	74.6%	81.9%	75.6%	68.0%				59.4%	667	▾
Investment And Project Delivery Team	95%	75.0%	57.1%	33.33%	92.9%	83.3%	58.3%	87.5%	50.0%	100.0%				75.0%	64	▴
Neighbourhood And Enforcement Team	95%	77.8%	75.0%	80.00%	50.0%	76.9%	77.8%	83.3%	100.0%	100.0%				78.3%	70	▬
Total	95%	52.0%	45.6%	59.15%	51.2%	50.4%	72.5%	82.5%	75.8%	72.1%				62.3%	809	▾

In the last Quarter, response performance was over 20% improved compared to Quarter 2. October was the highlight at 82.5%.

It is expected performance will continue to improve in line with the Improvement Action Plan.



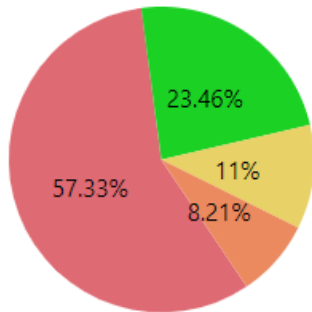
Lessons Learnt

Comments on performance

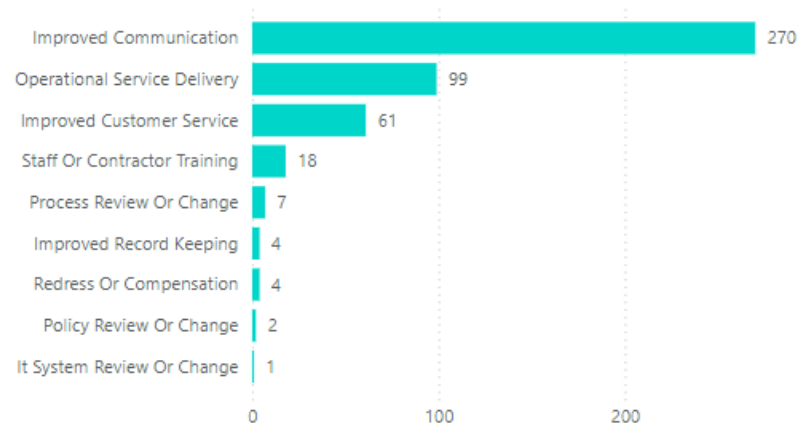
- Since April 2024, a total of 685 cases have been closed at stage one, of which 68.3% of cases were upheld, 23.4% not upheld and 8.2% not defined as a complaint.
- The bar chart shows a breakdown of the categories selected as lessons learnt. The significant three lessons relate to operational service delivery, customer service and communications.

Outcome

● Upheld ● Not Upheld ● Partially Upheld ● Not Defined As A Complaint



Lessons Learnt



Improvement Action Plan Update

1. Annual complaints report considered by Cabinet in January. Housing Ombudsman now confirmed compliance with reporting for this year.
2. Looking to improve lessons learned reporting.
3. Undertaking monthly quality checks.



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Part 1

Main author: Elliott Manzie

Executive Members: Cllr Gemma Moore

All Wards

Item

WELWYN HATFIELD BOROUGH COUNCIL
CABINET HOUSING PANEL – 19 FEBRUARY 2025
REPORT OF THE EXECUTIVE DIRECTOR (RESIDENT SERVICES AND CLIMATE
CHANGE)

HOUSING COMPLIANCE UPDATE

1 Executive Summary

- 1.1 The purpose of this report is to provide an update to Members of the Cabinet Housing Panel on the Housing Compliance position.

2 Recommendation(s)

- 2.1 Members of Cabinet Housing Panel are asked to note the content of this report.

3 Explanation

- 3.1 This report follows on from the update given to the Cabinet Housing Panel on 7th November 2024 and this report sets out the Compliance Position as of 7th February 2025.

- 3.2 Fire – The completion of fire risk assessments is 100% compliant. We have completed a rolling programme of Fire Risk Assessments (FRAs) to ensure this area stays compliant.

As new FRAs are being conducted, all actions are currently being uploaded on to the system where they will be tracked for completion.

- 3.3 Water – This area is 100% compliant and we have completed a rolling programme of reviews. All actions from recently completed risk assessments have been priced and programmed for completion.

- 3.4 Asbestos – This area is 100% compliant. There is a rolling programme of surveys. There are no outstanding actions.

- 3.5 Electricity –The communal blocks programme is 100% compliant. The 5-year rolling programme is being followed.

The domestic testing is 98.45% compliant and there are still several 'no access' to properties. There are 150 properties where there has been no access. We will continue to attempt to gain access to these properties to ensure they are completed. There are currently long delays in the court process which is slowing down gaining access where court action is needed. However, we are getting dates for these cases. We have also got some cases where property condition is an issue, and we are supporting the resident make the improvements required to allow for testing to take place.

- 3.6 Gas – This area has two parts: domestic (dwellings) and communal (blocks). The communal blocks are 100% compliant and the domestic is 99.8% compliant with 17 properties outstanding due to access issues which we are following the process to complete. There are currently long delays in the court process which is slowing down gaining access where court action is needed.
- 3.7 Lifts – This area continues to be 100% compliant.

Implications

4. Legal Implication(s)

- 4.1 There is potential for further regulatory action if the Council does not evidence compliance. This risk is low as systems and inspections are in place and remedial actions undertaken.

5. Financial Implication(s)

- 5.1 This report is for information only and there are no direct financial implications arising from the recommendations.

6. Risk Management Implication(s)

- 6.1 There is potential for reputational damage if the Council does not remain in a compliant position.

7. Communication

- 7.1 We have continued to update the website with information on the compliance position and we are actively communicating with residents when works are being completed within their home or communal block.
- 7.2 We have a dedicated email address for tenants to contact if they have any questions or concerns relating to any of the compliance areas.

8. Security & Terrorism Implication(s)

- 8.1 There are no security and terrorism implications arising from this report.

9. Procurement Implication(s)

- 9.1 There are no procurement implications arising from this report.

10 Climate Change Implication(s)

- 10.1 There are no Climate Change implications arising from this report.

11. Human Resources Implication(s)

- 11.1 There are no HR implications arising from this report.

12. Health and Wellbeing Implication(s)

12.1 Undertaking safety compliance checks support the safety, health and wellbeing of residents.

13. Link to Corporate Priorities

13.1 The subject of this report is linked to the Council's Corporate Priority of 'Homes to be proud of.'

14. Equalities and Diversity

14.1 An EqlA 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: Elliott Manzie
Title: Service Manager Housing Repairs and Building Safety
Date: 07th February 2024

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Part I

Main author: Sue McDaid

Executive Member: Cllr Gemma Moore

All Wards

WELWYN HATFIELD BOROUGH COUNCIL
CABINET HOUSING PANEL – 19 FEBRUARY 2025
REPORT OF THE EXECUTIVE DIRECTOR (RESIDENT SERVICES AND CLIMATE
CHANGE)

PROPOSED REVISED TENANCY AGREEMENT

1. Executive Summary

- 1.1 Tenancy agreements are a legal document between the council and the tenants occupying one of our council homes, and set out the terms and conditions to occupy and reside at such homes. Most of our tenancy agreements are secure tenancy agreements
- 1.2 A review of the current secure tenancy terms and conditions has been carried out, and several changes have been required to clarify landlord and tenant obligations further. The proposed revised tenancy agreement is in Appendix 1.
- 1.3 A consultation was carried out with all tenants (around 8,800 tenanted properties) in January 2025 on the proposed revised tenancy agreement in accordance with section 103 of the Housing Act 1985. The tenant panel was also consulted. An online survey was put onto the council's website and 10,475 letters promoting the survey were posted out. Joint tenants were written to individually. There were 232 hard copies of the survey posted out with a pre-paid return envelope, which included 2 versions in large print. 3 Polish translations were requested, and some consultations were completed on the telephone.
- 1.4 There were 1085 responses to the survey and a very high level of support (over 81%) for the proposed changes to the tenancy agreement.

2. Recommendation

- 2.1 The Cabinet Housing Panel notes the contents of the report.
- 2.2 The Cabinet Housing Panel recommends the revised tenancy agreement for approval by Cabinet.

3. Explanation

Secure Tenancy Agreements

- 3.1 Tenancy agreements are a legal document between the council and the tenants occupying one of our council homes, and set out the terms and conditions to occupy and reside at such homes.
- 3.2 Most of our tenancy agreements are secure tenancy agreements. This means that a secure tenant can normally live in the property for the rest of their life, as long as they do not break the conditions of the tenancy.

- 3.3 The council's secure tenancy agreement was last reviewed in 2017, and the terms and conditions attached to it were changed through a deed of variation sent to tenants in December 2017.
- 3.4 Since then, several key housing and tenancy management policies have been developed, setting out the statutory requirements and ensuring processes for these functions are aligned to the service structures across all Housing Services.
- 3.5 The terms and conditions of the council's secure tenancy agreements need to accurately reflect these changes and align with the new policy documents associated with managing the council's housing stock.
- 3.6 Aside from reformatting the tenancy agreement, several changes are required to the terms and conditions to provide clarity on the obligations of both tenants and the council, particularly in the management of trees in council housing gardens, use of balconies, and future-proofing the document for inclusion of service charges should this be implemented at a later date.
- 3.7 The proposed changes to the tenancy agreement are listed in Appendix 3. The summary is below:
- Now includes a clear breakdown of charges, emergency and next of kin information with an authority to discuss your tenancy
 - New section setting out what the tenancy is, what the agreement means for the tenant, what the tenant's liability is
 - New information about service charges.
 - Adds information on how the tenant is expected to give notice and what they need to do before moving out.
 - New section explaining how the council can end the tenancy
 - Amended wording on succession and assignment of tenancies
 - New information about when we require access to the property
 - 6.2 to 6.4 are new sections setting out what our repairs obligations are
 - Makes clear gardens and balconies are the responsibility of the tenant
 - New section stating we will provide information about our housing services, standards, management policies and performance
 - Amended wording, including not sub-letting whole property
 - Amended wording to include what action will be taken if there is a breach of tenancy
 - New section specific to antisocial behaviour and also noise
 - Amended wording about running businesses from home and planning permissions
 - Amended wording in line with our pet policy
 - Separate section making clear requirements before installing laminate flooring
 - Amended information and sets out responsibility for tree works and use of balconies
 - Separate section on expectations for external/ outside areas of a property
 - New section on damage caused by tenants
 - Amended wording to include what repairs the tenant is responsible for
 - Amended wording to include details on accessing the property in an emergency or for welfare checks
 - Amended wording to make clear parking terms include members of the household and visitors and types of parking that is restricted

- New section making clear tenant responsibilities for keeping the property and communal areas (if relevant) clean and safe and what the council can recharge for
- Makes clear it is tenant's responsibility to insure the property
- New section explaining tenant's right to occupy
- Paragraphs 8.2 and 8.3 set out what the council must do to end a tenancy
- Makes clear what action the council can take for unauthorised improvements
- Focuses on the council's obligations to the tenant
- New section explaining when the council will consult with tenants
- Focuses on right to information about tenancy, repairs, consultation, allocation and landlord performance
- Gives details of the Housing Ombudsman
- Updates the list of definitions of words/phrases used in the agreement

3.8 In order to make changes to the tenancy agreements, a consultation is required with existing tenants, with clear requirements set out in legislation on how such changes are managed. All legislative requirements to change the tenancy agreement terms and conditions have and will be followed.

Consultation with tenants

3.9 On 10 January 2025, we launched a consultation, and an online survey was placed on the council's website to gather tenants' views on the proposed changes. Alongside the survey, a link to helpful documents was provided, this included the current tenancy agreement, proposed new tenancy agreement and a document detailing the changes. Tenants were encouraged to read the documentation before responding. The proposed revised tenancy agreement is at Appendix 1. The survey is shown at Appendix 2. A table of the proposed changes to the tenancy agreement is shown at Appendix 3.

3.10 All tenants were written to promote the consultation and to offer them a paper copy of the survey if required to encourage participation. The consultation was promoted via a variety of channels and respondents that needed material in another medium were provided with a telephone number and email address to facilitate such requests. The letter included frequently asked questions (FAQs) to help address queries that they might have. The letter and FAQs are at Appendix 4 and Appendix 5.

3.11 10,475 letters promoting the survey were posted out. Joint tenants were written to individually. There were 232 hard copies of the survey posted out with a pre-paid return envelope, which included 2 versions in large print. We also received 3 requests for translation into Polish. In addition, we contacted 15 residents by telephone that required assistance to complete the survey. Around 7,000 text reminders about the survey were sent in the final few days of the consultation period.

Consultation results and feedback

3.12 A total of 1,085 surveys were completed by the closing date of 31 January 2025, comprising 1,021 online responses and 64 hard copy responses to the survey. A breakdown of the characteristics of the respondents is provided in Appendix 6.

- 3.13 The proposed tenancy agreement (Appendix 1) is divided into 8 sections and the survey asked tenants about each section of the agreement. Not all respondents answered the questions under each of the sections.
- 3.14 Overall, there was a very high level of support for the proposed revised tenancy agreement. Between 81.2% and 90% of the respondents strongly agreed/agreed with the sections of the proposed tenancy agreement (and between 10% and 18.8% strongly disagreed/disagreed).
- 3.15 The majority of the respondents that opposed the proposal tenancy agreement made comments, and the most common comments were around:
- Lack of detail (in the agreement) – *all the information was available on the website consultation page and assistance was given by telephone also*
 - That the tenant had signed a lifetime agreement (*this appears to be a misunderstanding that the agreement can be revised as needed*)
 - That the tenant just disagreed
 - Issues with the webpages/website (*eg where residents contacted us to say they were having difficulties reading the materials on their phones or the webpage we sent out PDF versions*)
 - That tenants felt that the council was breaking the tenancy agreement (*there were comments about some repairs not having been undertaken or other maintenance*)
- 3.16 A summary of the response rates for each section of the proposed tenancy agreement and the comments is provided below
- 3.17 Having considered the feedback from the consultation, no amendments to the tenancy agreement were considered necessary. However, the comments are being looked at in more detail so that there is improved information on the website to assist the understanding of the tenant agreement for tenants.
- 3.18 The report below contains an analysis of survey responses for each of the sections of the proposed tenancy agreement.

Section 1: About your secure tenancy agreement

- 3.19 This part of the tenancy agreement covers the type of tenancy, what the tenancy agreement means, joint tenancies and liabilities, how changes to the tenancy are dealt with, payment of the council's reasonable legal costs in enforcing a broken agreement and service of legal notices.
- 3.20 Of those that responded (561 out of 1,085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,
- 85.7% (481) indicated that they support the proposed changes
 - 14.3% (80) opposed the proposed changes
- 3.21 Those who opposed the changes were asked to provide reasons. There were 57 comments and the top reasons were:
- Lack of detail
 - I just do (*oppose the changes*)

- Signed a lifetime tenancy
- We (*the Council is*) breaking the agreement
- (*the tenancy agreement is*) unclear
- Issues with the website
- We (*the council*) are taking people's rights
- Concern about elderly tenants with trees and fences
- Cost of living
- Fear of eviction
- No next of kin

Section 2: Paying your rent

3.22 This part of the tenancy agreement covers rent and service increases.

Of those that responded (499 out of 1,085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 83.6% (417) indicated that they support the proposed changes
- 16.4% (82) opposed the proposed changes

3.23 Those who opposed the changes were asked to provide reasons. There were 72 comments and the top reasons were:

- Disagree with rent increases
- Lack of detail
- Cost of living
- Don't understand the changes
- Why increase rent when we don't do repairs
- Signed lifetime tenancy
- Issues with reading on website
- Take away rights
- Complaint not dealt with
- Mediation needed

Section 3: Services, housing related support charges and other charges

3.24 This part of the tenancy agreement covers service charges, community facility charges and other service-related charges.

Of those that responded (484 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 81.2% (393) indicated that they support the proposed changes
- 18.8% (91) opposed the proposed changes

3.25 Those who opposed the changes were asked to provide reasons. There were 85 comments and the top reasons were:

- Lack of detail
- Affordability and the cost of living
- Asked what the charges are
- Disagree with service charges
- Issues with the website

- Signed lifetime tenancy
- Charging for work that is not complete
- Trees
- We (*the council*) break the agreement

Section 4: Ending your tenancy

3.26 This part of the tenancy agreement covers the tenant giving up the tenancy, the council ending the tenancy and types of tenancy termination.

Of those that responded (454 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 82.8% (376) indicated that they support the proposed changes
- 17.2% (78) opposed the proposed changes

3.27 Those who opposed the changes were asked to provide reasons. There were 51 comments and the top reasons were:

- Lack of detail
- More detail on tenancy termination (required)
- Don't understand changes
- Issues with the website
- Signed lifetime tenancy
- I just do (*disagree*)
- Death leading to homeless children
- Repairs not done
- Dictatorship
- Introduce family tenancies

Section 5: Changes to the tenancy

3.28 This part of the tenancy agreement covers succession (of tenancy), assigning your home/mutual exchange and joint tenancies.

Of those that responded (454 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 86.8% (387) indicated that they support the proposed changes
- 13.2% (59) opposed the proposed changes

3.29 Those who opposed the changes were asked to provide reasons. There were 53 comments and the top reasons were:

- Lack of detail
- Succession does not take account of family needs
- Signed lifetime tenancy
- Do not understand the changes
- Issues with website
- I just do (*disagree*)
- We (*the council*) break the agreement

Section 6: Our (the council's) Obligations

- 3.30 This part of the tenancy agreement covers the tenant's right to occupy, repair of the structure and exterior, repairs of installations, repair of common parts, external decorations and housing management.

Of those that responded (436 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 89.7% (391) indicated that they support the proposed changes
- 10.3% (45) opposed the proposed changes

- 3.31 Those who opposed the changes were asked to provide reasons. There were 43 comments and the top reasons were:

- Lack of detail
- Repairs ignored
- Issues with repairs timescales
- Staying in for repairs
- Issues with the website
- We (*the council*) do not keep agreement
- Trees
- Signed lifetime tenancy
- Clarity on window repairs
- ASB ignored
- I just do (*disagree*)

Section 7: Your (the tenant's) Obligations

- 3.32 This part of the tenancy agreement covers possession, payment, outgoings, use of property, antisocial behaviour, racial or other harassment, respecting council employees and representatives, domestic abuse, noise, running a business, pets, internal decoration and laminate/hardwood flooring, gardens, balconies, boundaries, fences, outbuildings and trees, adaptations and additions to external areas, damage, reporting repairs, access, parking, absence from your home, health and safety and hygiene and insurance.

Of those that responded (429 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 87.2% (374) indicated that they support the proposed changes
- 12.8% (55) opposed the proposed changes

- 3.33 Those who opposed the changes were asked to provide reasons. There were 51 comments and the top reasons were:

- Lack of detail
- Issues with the webpages
- I just do (*disagree*)
- Signed lifetime tenancy
- Reporting subletting

- Wording around domestic abuse
- Wording around insurance
- Gardening

Section 8: Your (the tenant's) Rights Summarised

- 3.34 This part of the tenancy agreement covers right to occupy, tenure, end of secure tenancy, right to exchange, right to take in lodgers, subletting, right to make improvements, right to buy your home, right to repair, right to consultation, right to information, and complaints.

Of those that responded (429 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 90% (386) indicated that they support the proposed changes
- 10% (43) opposed the proposed changes

- 3.35 Those who opposed the changes were asked to provide reasons. There were 38 comments and the top reasons were:

- Not enough detail given
- Issues with the webpages
- Council are bullies
- Right to buy
- Signed lifetime tenancy
- Unaccessible
- I just do (*disagree*)
- Harsher outcomes for antisocial behaviour

4. Legal Implications

- 4.1 Section 103 of the Housing Act 1985 requires the council to notify all secure tenants of its intention to vary the current tenancy agreement by serving a preliminary notice. Thereafter, the council would also be required to give at least four weeks' notice of variation, or such other period as reflects the rental period whichever is the longer, commencing on the date the notice is served; the variations would take effect after the expiry of this period. This has been built into the consultation, review and notification process as necessary.
- 4.2 The preliminary notice was served on 10th January 2025 and provided the following content and information:-
- a. informing the tenants of the council's intention to serve a notice of variation
 - b. specifying the proposed variation and its effect, and
 - c. inviting the tenants to comment on the proposed variation within such time, specified in the notice, as the council considers reasonable. The council shall consider any comments made by the tenants within the specified time.
- 4.3 The next stage, having undertaken the consultation and if the tenancy agreement is approved, would be to write to tenants giving the required notice varying their

tenancy agreements. The comments received from tenants have been considered by the council.

5. Financial Implications

5.1 There are no financial implications as a result of this report. The revision of the tenancy agreements will be undertaken within current resources.

6. Risk Management Implications

6.1 Revision of the tenancy agreement reduces risk to the council and tenants as it addresses changes in legislation and practice.

7. Security and Terrorism Implications

7.1 There are no security and terrorism implications arising from this report.

8. Procurement Implications

8.1 There are no procurement implications arising from this report.

9. Climate Change Implications

9.1 There are no new climate change implications arising from this report.

10. Human Resources Implication(s)

10.1 There are no human resource implications arising from this report.

11. Health and Wellbeing Implications

11.1 Tenancy agreements outline the responsibility of the landlord and tenant for safety and appropriate use of the council home and this positively supports the health, wellbeing and safety of tenants.

12. Communication and Engagement Implications

12.1 The consultation took place with all tenants using a variety of means to participate. If the proposed tenancy agreement is approved, it will be published on the council's website.

13. Link to Corporate Priorities

13.1 The subject of this report is linked to the Council's Corporate Priorities: Homes to be proud of, run an effective council and together, create opportunities for our communities.

14. Equality and Diversity

14.1 An Equality Impact Assessment (EqIA) was completed on 5 February 2025 and no negative impact was identified on any of the protected groups under Equalities legislation. The EqIA is in Appendix 7.

Name of author(s): Sue McDaid
Title(s) Executive Director (Resident Services and Climate Change)
Date 6 February 2025

Appendices:

Appendix 1: Proposed revised Tenancy Agreement

Appendix 2: Consultation Survey form

Appendix 3: Table of the proposed changes to the tenancy agreement

Appendix 4: Letter sent to all tenants to promote the consultation

Appendix 5: FAQs sent with the consultation letter to all tenants

Appendix 6: Breakdown of the characteristics of the consultation respondents

Appendix 7: Equalities Impact Assessment

This secure tenancy agreement is between the landlord: Welwyn Hatfield Borough Council, Council Offices, The Campus, Welwyn Garden City, Hertfordshire, AL8 6AE.

and

The tenant(s):

In the case of joint tenants, the term 'tenant' applies to each of you and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this secure tenancy agreement.

In respect of address:

Description of your home:

Your home is: Property Type _____ Floor number _____ Store shed _____
Car Port _____ Parking _____

Date of start of tenancy agreement: _____

The terms of the agreement are set out in the Standard Terms and Conditions.

At the time of signing this agreement, the weekly payments for this property are:

Gross Rent	£0.00
-----	£0.00
-----	£0.00
-----	£0.00
-----	£0.00
-----	£0.00
-----	£0.00
-----	£0.00
Total Service Charges:	£0.00
Community Facility Charges	£ 0.00
TOTAL	£ 0.00

Former arrears outstanding accrued at prior WHBC property including rent, use and occupation, court costs or rechargeable repairs.

TOTAL	£ 0.00
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Signatures

By signing this agreement, you confirm that:

- 1) You have read, understood, and accept the terms and conditions of this tenancy.
- 2) The information given on your housing application, transfer, or mutual exchange form is still correct, apart from any subsequent changes in circumstances which have since been notified to us. If you have (or anyone on your behalf has) knowingly or recklessly made a false statement in order to obtain this tenancy we will take possession action against you and may refer your case for prosecution.
- 3) The Council may use the information you have given us, whether in the documents stated above or otherwise, to recover any outstanding arrears on your former rent and/or use and occupation and/or recharge accounts. You agree to pay the arrears outstanding in the sum stated above.
- 4) You understand that The Council may contact other organisations and hereby give your permission for any relevant information to be disclosed by such organisations to The Council upon request.
- 5) You understand that The Council will store and use personal data about you in accordance with GDPR regulations and in accordance with our Privacy Notice, details of which can be found on our website.

Full name of tenant (s):

Signature tenant 1:

Signature tenant 2:

Date:

(Full name) Signed on behalf of The Council by:

Job title:

Signature:

Date:

3

Emergency contact / Next of kin

Please provide us details of someone to contact in an emergency.

Name	<input type="text"/>
Relationship to you	<input type="text"/>
Contact number(s)	<input type="text"/>
Address	<input type="text"/>

Authority to discuss your tenancy

Some tenants like to give permission for others to talk to us about their tenancy, such as family members, carers, or support workers. If you would like to give permission for someone else to be able to discuss your tenancy, please complete below.

Name	<input type="text"/>
Relationship to you	<input type="text"/>
Contact number(s)	<input type="text"/>
Address	<input type="text"/>

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1. About your secure tenancy agreement

Please read this agreement in conjunction with your Tenant Information Pack

1.1 Type of tenancy

Your tenancy may be a flexible (fixed-term) tenancy or a periodic tenancy. In either event it will be a secure tenancy unless you lose security of tenure, whether temporarily or permanently.

a) If your tenancy is a flexible tenancy, it will, by operation of law, automatically become a periodic tenancy when the original term comes to an end. In an individual case, we may agree to convert your tenancy into a periodic tenancy before the term of your flexible tenancy comes to an end.

b) If your tenancy is a periodic tenancy, it will remain a periodic tenancy until we or you cause it to come to an end.

1.2 What your tenancy agreement means

This agreement gives you the right to live in the property named on page one of this document. We will not interfere with this right unless any of the following apply and/or any other right to do so under this agreement arises with further information re 6.1:

a) you break any terms or conditions of the agreement. If you do so, we can take legal action to force you to meet them or we can get a court order to evict you;

b) you stop occupying the property as your only or principal home, including because you have died, and/or you have parted with possession or sublet the whole of the property;

c) you have given false or misleading information to obtain the tenancy;

d) we need to carry out redevelopment or major repairs to the property, which we cannot do unless you move out.

1.3 Joint & several liability

If you are a joint tenant, each tenant is individually responsible for any monies payable under this agreement, whether expressed as rent or otherwise, and including any arrears, whether accruing in respect of the property or prior property. We can recover all arrears owed in respect of the property from any individual joint tenant. Merely because one joint tenant no longer occupies the property does not discharge that tenant from responsibility under the tenancy. If one joint tenant leaves and we agree that the person should no longer be a named tenant on the tenancy agreement, the remaining tenant or tenants will be responsible for any monies payable under this agreement, and for all ongoing payments.

1.4 Changes to the tenancy

Other than changes in monies payable under this agreement, all of which we can alter unilaterally, this agreement can only be altered by agreement in writing by both you and us or following service by us of notice of variation of periodic tenancy.

1.5 Our costs

By signing this agreement, you agree that you are responsible for any reasonable costs of enforcing this agreement. This means that if you break the agreement and we take action as a result, you will pay the reasonable costs arising from that action, including our reasonable legal costs.

1.6 Serving notices

Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that our address for the receipt of legal notices, and any other communication arising from this agreement, is:

Welwyn Hatfield Borough Council
The Campus
Welwyn Garden City
Hertfordshire
AL8 6AE

Any notice and/or any other communication arising from this agreement will be deemed validly served on you if it is posted or delivered to or left at (including by handing it to someone within) the property or your last known address; for the avoidance of doubt, the mere fact that we have been informed that your last known address is not the property does not prevent us validly serving notice and/or other communication on you at the property.

2. Paying your rent

2.1 Rent & Service increases

The rent, whether being the sum stated on page 2 of this document or the sum calculated in accordance with the below, is payable weekly in advance from the tenancy start date. If you prefer to pay your rent in respect of longer periods, you must still make payment in advance.

a) At the beginning of your tenancy, we will inform you of the amount of rent and service charges which are payable for your property. During the course of your tenancy, we will give you at least 28 days' notice of any change in your rent

and/or service charges and when your new rent and service charges will apply.

b) The first increase of your rent and/or service charges may take place at any time within the first year after you enter into this agreement. After that first increase, there will be no further increase in your rent and/or service charges for at least 52 weeks (unless the service charge element of the rent is changed in accordance with clause 3.3 below, in which case we may further increase your service charges notwithstanding less than 52 weeks having elapsed).

c) If you are receiving benefits from the government to help you pay your rent and other charges, including service charges, you must make sure that we receive the benefit on or before the date your rent is due. You are responsible for informing the relevant authority (for example the Department for Work and Pensions) if your circumstances change in a way that may affect your entitlement to benefits.

d) You are required to pay any charges (including but not limited to arrears of rent, service charges, use and occupation charges, court costs, and rechargeable repairs) outstanding from previous tenancies with WHBC. The amount to be paid will be the amount agreed with us. If an amount is not, or cannot be, agreed, the amount to be paid will be the amount we assert is outstanding.

e) If your tenancy becomes a periodic tenancy after having been a fixed-term, including flexible, tenancy, we may treat any arrears accruing under the fixed-term tenancy as having accrued under the periodic tenancy and may, in particular, recover possession during the periodic tenancy by reason of

arrears accrued under the fixed-term tenancy.

3. Services, Housing related support charges and other charges

3.1 Service Charges

A service charge is a charge levied by us towards the costs of providing and maintaining services and benefits to tenants beyond the occupation of the dwelling. Examples of service charges could include but are not restricted to the provision of furniture, communal cleaning, concierge services, maintenance, servicing improvement and replacement of heating systems, digital TV, fencing improvements caretaking and grounds maintenance services.

3.2 Changes to community facility charges

If we provide any community facility services then you will pay a Community Facility Charge (CFC) for that service, in addition to any service charges.

We may change the services underlying the CFC and the amount you must pay by way of CFC by giving you at least 28 days' notice. We will also inform you of the date on which your new charges will apply.

When setting the CFC, we will consider the sum we are likely to spend in providing housing-related support services to you over the coming year.

3.3 Changes to services and/or housing related support services

We may terminate, introduce, or vary the services we provide to you and the corresponding charges by:

a) agreement in writing by both you and us; or

b) by us only after we have:

- written to you setting out the changes to the services and service charge or housing-related support services and housing-related support charges we propose to make, and that we intend to serve a notice of variation,
- given you as much information as we consider necessary to explain why we wish to make such changes and what effect the changes would have on you, including any change in service charge or housing-related support charges,
- given you (or someone on your behalf) a reasonable period of time (we shall tell you what we have concluded will be a reasonable period of time when we write to you, as this will depend on the circumstances) to make representations to us about the changes,
- considered any representations made by you (or someone on your behalf) during that reasonable period of time; and sent a notice of variation to you,
- set out the changes we are making to the services or housing-related support services (the 'new services') and any revised service charge or housing-related support charges,
- given you such information as we consider necessary to

explain why we wish to make the new services and what effect the new services will have on you and

- stated the date on which the new services will take effect.

Any new services and any change in service charge or housing-related support charge will not take effect until at least 28 days after the notice of variation is sent.

4. Ending your tenancy

4.1 Giving up your tenancy

If you want to give up your tenancy you must give us at least 28 days' written notice.

Once you have given notice, you must:

- a) allow staff to carry out an inspection of the property, by appointment, and in advance of expiry of the notice (being the day the tenancy ends),
- b) provide us with a forwarding address,
- c) pay all rent and any other charges up to the date of the end of your tenancy in advance of the day the tenancy ends,
- d) return all keys for the property by 12 noon on the day the tenancy ends. If the keys are returned after this time, you may be charged another week's rent, in respect of use and occupation of the property, whether or not you vacate the property within that week. If you vacate the property but do not return the keys we may in our absolute discretion, choose to fit new locks, and we will charge you for the cost of this work.
- e) ensure your property is left in good decorative order. You will be recharged for the full cost of repairing any damage

you have caused to the property during your tenancy,

f) leave all areas inside and out of your property clean and clear of rubbish and belongings. You will be recharged for the cost of clearing items you leave behind in your home, loft, sheds, and garden,

g) you must make sure that everyone leaves the property when the tenancy ends. This is called giving us back vacant possession. Otherwise, your account cannot be closed, and we will continue to make a daily charge for use and occupation equivalent to the rent. We will also charge you for the cost of evicting anyone who remains in your property and does not leave.

Notice by one joint tenant that the tenancy is to be given up will cause it to come to an end for both tenants. A notice to quit cannot be withdrawn once it has been given.

If your tenancy is a flexible tenancy, it will not come to an end unless we consent to it doing so if there are any outstanding arrears under the tenancy and/or you are otherwise materially in breach of a term of the tenancy.

4.2 The Council ending your tenancy

Unless we obtain dispensation from the same, which we may seek in an appropriate case, we cannot bring your tenancy to an end without first serving a Notice. This includes a NOSP (Notice of Seeking Possession) or NTQ (Notice to Quit) and, in the case of a flexible tenancy, notices within the meaning of s.107D Housing Act 1985.

We can seek to end the tenancy if you do not keep to the terms of this Tenancy Agreement, or if you do not occupy the property as your only and principal home, or because any of the statutory

management grounds arise. We can rely on any of the grounds for possession provided in Schedule 2 and/or in section 84A of the Housing Act 1985 (as amended) and will, unless we seek dispensation from the requirement to service notice at all, give you written notice of at least the period required by the statute in the particular case. If we rely on Ground 2 because you or members of your household or visitors have been responsible for anti-social behaviour or have been convicted of a serious offence in the locality of the property, we can start court proceedings for possession immediately after the service of the notice. We cannot force you to leave your home unless we obtain an Order from the County Court.

In the case of a flexible tenancy, the mere fact that the fixed term has expired entitles us to recover possession, without needing to establish any statutory ground or otherwise any breach of tenancy.

If the tenancy ceases to be a secure tenancy, we may end the tenancy by giving you at least 4 weeks' notice in writing.

4.3 Modes of termination

Without prejudice to the foregoing, we may end your tenancy as follows:

a) If your tenancy is a fixed-term, including flexible, tenancy

During the term we may recover possession at any time if you are in breach of any of the terms of this agreement and/or any of the statutory grounds arise, whether or not the ground(s) relied upon require(s) fault on your part.

In the event that we seek possession on the basis that you

are in breach of the terms of this agreement and/or any of the grounds requiring fault on your part arises, we will first seek a termination order, and we may then (in reliance on breaches committed during the fixed-term tenancy) seek a possession order.

In the event that we seek possession on the basis of any grounds that do not require fault on your part, we will do so by seeking a possession order.

b) If your fixed-term, including flexible, tenancy has come to an end

On or after the coming to an end of the fixed term we may recover possession as long as we have not granted you a further non-periodic tenancy; we have given you not less than six months' notice in writing that, and why, we do not intend to grant you another tenancy; and we have given you not less than two months' notice in writing that we require possession.

c) If your tenancy is a periodic tenancy
We may recover possession by obtaining and executing a possession order.

d) If your tenancy is a demoted tenancy
We may recover possession by obtaining and executing a possession order. For the avoidance of doubt, we may seek a demotion order at any time, irrespective of the form of tenancy you have.

e) If your tenancy is a non-secure tenancy

In the event that you cease to occupy the property as your only or principal home, including because you have died, you will lose security of tenure. In the event that you sub-let and/or part with possession of the property you will irrevocably lose security of tenure within the meaning of the applicable Act. In either circumstance we will be entitled to recover possession.

If your tenancy is periodic, we may terminate the resultant non-secure tenancy by giving you (or your executors or personal representatives) not less than four weeks' notice.

If your tenancy is for a fixed term, we may terminate the resultant non-secure tenancy by re-entering upon any part of the property, which will be treated as re-entry upon the whole, and/or by forfeiting the tenancy by action.

5. Changes to the tenancy

5.1 Succession

a) If you are a sole tenant and you were not a successor, your tenancy will pass to your spouse, civil partner, or partner if they are living in the property at the time of your death. This is called succession. In law we are obliged to agree to only one succession.

b) Where a succession has already occurred, we may decide in certain circumstances to make an offer of suitable alternative accommodation to the survivor: this is entirely at our discretion and is not a right of

succession. We will do so in accordance with our Succession Policy.

c) For the purpose of clauses 5.1 you are successor if you:

- are a person who was a joint tenant and have become a sole tenant,
- became the tenant on the tenancy being vested in you on the death of the previous tenant,
- as otherwise described in the Housing Act 1985.

For tenancies granted before 1 April 2012

One succession is allowed. Your spouse or civil partner will have the right to succeed provided that they were in occupation of the property as their only or principal home at the date of your death. If you hold the tenancy as a joint tenant with your spouse or civil partner, a succession will take place if one of you dies and this will count as the one succession which is allowed. Another close family member may succeed provided there has been no previous succession and they have lived at the property with you for at least one year on a continuous basis, before and up to the time of your death.

Someone who is a member of your family includes: husband, wife, or partner (including a same sex partner), and a parent, grandparent, child, stepchild, grandchild, brother, sister, uncle, aunt, nephew, or niece whether by blood or marriage.

For tenancies granted from 1 April 2012

Only one succession is allowed. Your spouse or civil partner will have the right to succeed provided that they were in occupation of the property as their only or principal home at the date of your death. If you hold the tenancy as a joint

tenant with your spouse or civil partner, a succession will take place by operation of law if one of you dies. Family members other than your spouse or civil partner are not entitled to succeed to your tenancy.

If a person succeeds to the tenancy while it is a fixed-term, including flexible, secure tenancy then the term is unchanged until it is vested or otherwise disposed of in the course of the administration of the tenant's estate or it is known that when it is so vested or disposed of it will not be a secure tenancy, whereupon it will cease to be a secure tenancy.

5.2 Assigning your home/mutual exchange

Your tenancy cannot be assigned except in cases where:

- The Court makes an order as part of a divorce or separation.
- You are assigning to a would-be successor.
- You are mutually exchanging your tenancy with someone else. We are unlikely to agree to such an exchange if you have rent arrears and/or are otherwise in breach of this agreement.

You must not accept payment in money or kind for any assignment of your home. If you assign your property without our permission, we will take legal action to take possession of the property.

The above relates to periodic tenancies. The circumstances in which a fixed-term tenancy may be assigned are substantially more limited and delineated by s.91 Housing Act 1985.

5.3 Joint tenancies

There is no provision in law that compels us to grant a joint tenancy from a sole tenancy or vice versa. All requests will be at the discretion of The

Council and in line with the tenancy change policy at the time.

6. Our obligations

6.1 Your right to occupy

We will give you possession of the property to occupy as your home at the start of the tenancy and will not interrupt or interfere with your right to peacefully occupy your home unless:

- a) any of the circumstances under cl.1.2 apply or
- b) access is needed to inspect the condition of your home or to carry out repairs or other works to your home or to an adjoining property. We will give you reasonable notice of at least 24 hours unless there is an emergency, to be considered in our absolute discretion, which could endanger lives. Please see clause 7.18 of this agreement for further details.

6.2 Repair of structure and exterior

We will keep the structure and exterior of your home in repair, including:

- drains, gutters, and external pipes,
- the roof,
- outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating, internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration,

- chimneys, chimney stacks and flues but not including sweeping,
- pathways, steps, or other means of access and egress,
- plasterwork,
- any integral garages and stores and
- boundary walls and fences.

Our obligation to repair will not arise if you, a member of your household, a visitor to your property, or any pet has caused, whether intentionally or otherwise, the damage. In such circumstances if we elect, at our discretion, to remedy the damage, you will be charged for the work. We also cannot be liable to conduct repairs in respect of anything of which we have not been given notice, and you are therefore required to report any disrepair to us immediately.

6.3 Repairs of installations

Any installation provided by us for central heating, water heating, water, and sanitation, and for the supply of gas and electricity, will be kept in repair and proper working order. Including:

- basins, sinks, baths, toilets, flushing systems, water pipes, and water heaters,
- electric wiring; including sockets and switches,
- gas pipes, fireplaces, fitted fires and central heating installations.

6.4 Repair of common parts

We will take care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including lighting,

in repair and fit for use by you and other occupiers of and visitors to your home.

6.5 External decorations

The garden and/or balcony, if you have one, is your own responsibility. We will keep the rest of the outside of your home, and any common parts, in a good state of decoration and normally decorate these areas periodically within published timescales. We are not required to ensure that any such decoration matches the existing.

6.6 Housing management

We will provide you with information about the services we deliver and our standards, our housing management policies, our statutory requirements and how we are performing as a landlord. We will also provide an annual report.

7. Your obligations

7.1 Possession

You will take possession of the property at the start of the tenancy, you will occupy it throughout the tenancy as your only or principal home, and you will not part with possession of it, nor sub-let the whole of it.

7.2 Payments

You will pay the rent, services charges and any housing-related support charge (if applicable) and other charges (if applicable) weekly in advance.

7.3 Outgoings

You will meet all outgoing applying to your home, including Council Tax, water charges and other costs whether metered or billed.

7.4 Use of property

a) You must occupy the property as your only or principal home. We will take steps to recover possession of the property if you are not living there.

b) You must use the property only as a dwelling unless consent is given under clause 7.1.

c) You must not use the property for any improper, illegal, immoral, or anti-social purpose.

d) We will take immediate steps to recover possession of the property from you if you are convicted of any of the serious offences as described under Schedule 2A of the Housing Act 1985. This includes but is not limited to being convicted of supplying or cultivating controlled drugs or other illegal substances from your home.

e) You are responsible not only for your own behaviour, but also for the behaviour of members of your household and visitors to your home (including children and pets).

7.5 Anti-social behaviour

Anti-social behaviour includes but is not limited to behaviour which causes or is likely to cause disturbance, distress, harm, or fear to others, and which may have a significant effect on people's lifestyles and routines. Persistence, intensity, and the numbers involved are relevant, but not decisive, factors. The behaviour need not be a breach of the criminal law for us to consider it anti-social.

You agree not to act, nor to allow members of your household or visitors (including children and pets) to act, either directly or indirectly, antisocially

and/or in a way which causes nuisance, annoyance, disturbance, distress, harm or fear to other persons in the local area or to any council tenants, staff or contractors. This includes conduct in your home, on surrounding land, in communal areas and in the local area around your home.

It includes, but is not limited to:

- using or threatening to use violence,
- verbal abuse,
- use or supply of any illegal substance,
- excessive noise e.g., music,
- dumping rubbish,
- not keeping your pets under control,
- graffiti,
- offensive drunkenness,
- shouting and arguing.

7.6 Racial and other harassment

You will not commit, nor allow members of your household or visitors (including children and pets) to commit, any harassment, or threat of harassment, on any grounds including those of race, colour, religion, sex, sexual orientation, age or disability or any other characteristic that may be protected by the Equality Act 2010 ("protected characteristic") that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any council tenants, representatives or contractors.

It includes, but is not limited to:

- harassing or intimidating any person because of their race, colour, ethnic origin, nationality, age, gender, sexuality, religion, or disability, or any other protected characteristic

- violence or threats of violence towards any person, abusive or insulting words or behaviour, damage, or threats of damage to property belonging to another person, including any damage to any part of a person's home
- writing and/or drawing threatening, abusive or insulting graffiti.

7.7 Respecting council employees and representatives

- a)** You will treat our employees and representatives politely and with respect.
- b)** You will not threaten, abuse, or commit any act of violence against our employees or representatives. Nor will you allow any members of your household or your visitors (including children and pets) to do so. This includes acts which are likely to injure, intimidate, cause alarm or distress.
- c)** We operate a zero-tolerance approach to abuse of our employees and representatives meaning that we will take immediate firm action in response to any such behaviour.

7.8 Domestic abuse

- a)** You must not use or threaten to use violence or abuse, against any other person living with you, nor against your or their children. Domestic violence and abuse include any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence, or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to:
- psychological
 - physical
 - sexual
 - financial

- emotional

b) WHBC will take firm action against anyone perpetrating domestic abuse which may include civil action such as an injunction or possession proceedings.

If we consider acts of domestic abuse against a joint tenant are substantiated, we may consider offering a sole tenancy to the victim.

7.9 Noise

- a)** You will not play, nor allow to be played, any radio, television, CD player, amplifiers, loudspeakers, record or tape recording or musical instrument so loudly that it causes or is likely to cause a nuisance or annoyance to other persons in the neighbourhood, or so that it can be heard outside your home.
- b)** You will not use any domestic machinery or DIY equipment in such a way or at such times that it causes nuisance and annoyance to other people.

7.10 Running a business

- a)** You may only run a business from your home with our prior written permission. We will give permission if we consider the business is unlikely to cause a nuisance or annoyance to your neighbours or damage the property, including by affecting its valuation. If we give permission and the business does cause a nuisance, we will withdraw permission and give you 28 days' notice to stop running your business, which you must do.
- b)** While it will be in our absolute discretion in any particular case, some examples of the businesses we will not

allow include car repair and maintenance, printing, shops, businesses that involve the use of hydraulic equipment, industrial machines or controlled substances or chemicals.

c) You may also need planning permission from The Council for some businesses. Merely having obtained planning permission does not mean that you have The Council's permission as your landlord, and vice versa.

7.11 Pets

a) If you want to keep a pet at the property you must ask our permission by completing an application form, telling us the type and breed and number and meeting all other conditions listed in our pet policy. We will not unreasonably withhold permission. You have the right to appeal if permission is not granted.

b) You will keep all animals that are kept at the property under control, whether or not they are at the property. You will not keep any animals that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood, anyone visiting your home or a neighbouring property. We reserve the right to require you to remove any pet from the property permanently (for example where it is causing a nuisance), even if permission was originally given or not needed.

c) You will keep your dog/s on leads and under proper control in all common parts including internal and external areas and ensure they are microchipped and wearing an identity tag with your contact details, as is a legal requirement.

d) You will not keep any animals for commercial breeding purposes, nor will you use or allow your property to be used for such purposes.

e) If any animal in your care fouls in your home, garden, or the shared areas outside the property, for example, on roads, footpaths, communal gardens or play areas in the local area, you will immediately clear the foul and ensure that the area is clean. You will be recharged for any damage caused to your home or any other council property, including others' homes, by your pets.

f) You will ask for our permission if you want to keep livestock, such as chickens, ducks, geese, pigeons, goats etc. You will not keep any animal which we say is unsuitable or dangerous.

g) In accommodation designated for 60yrs+ you will not allow your pets in indoor communal socialising areas, e.g., communal lounges, kitchens etc.

7.12 Internal decoration and laminate/hardwood flooring

a) You will keep the inside of your home in clean condition and will decorate as often as is necessary to keep your home in good order.

b) You will make sure that adequate floor covering is fitted within the property.

c) If you live above someone you must have written permission from us if you wish to install laminate or hardwood flooring in your home. We will need to know, and approve, what underlay you intend to use. We will not unreasonably refuse permission. If noise issues arise, we will require you to replace

your flooring with a more suitable product, which will be at your expense.

d) If your floor covering needs to be lifted to access services (e.g., pipes) you are responsible for lifting it and for any damage caused to it. If you fail to lift it, we may do so, at your expense.

7.13 Gardens, balconies, boundaries, trees, fencing and outbuildings

a) If your home has its own garden, you are responsible for maintaining it and keeping it neat and tidy, including but not limited to trees, grass, hedges, shrubs, fencing, walls, paths, pavements, patios, hard standings, sheds, and outbuildings. Gardens must be kept safe and hazard free. Breach of this condition may result in us clearing your garden and charging you for the work. You must clear up any dog or cat mess from your garden. You must obtain written permission first before cutting down or removing trees of any size.

b) It is your responsibility to advise us if a tree within your boundary is dead, damaged, or diseased, causing damage to your property or neighbouring properties or if it is dangerous. If you fail to inform us of any danger within your boundary from a tree, fence or wall or other hazard and it causes damage, injury, or death you may be held responsible. You will remain responsible for the removal of such trees from within your property's boundaries and if we need to remove them you will be recharged.

c) You must not allow Ivy, Russian Vine or similar to grow out of control over our properties or where it might cause damage to the fabric of the building.

You must not allow Japanese knotweed to grow at all and must seek specialist assistance and removal if you suspect it. You must not plant Leylandii or any similar fast-growing trees. There are laws relating to tall hedges and trees, which you must comply with.

d) You will not build, permanently or otherwise, a garage, pigeon loft, shed, dog kennel, bird aviary, beehive, greenhouse, fence or any other building or erection without written permission from us and all other necessary approvals. Approval or consent from the local planning authority and/or within the meaning of the building regulations does not mean that you have the authority's consent as landlord, and vice versa.

e) Failure to ask our permission or to meet our conditions will be a breach of your obligations under this agreement. If any such construction causes or is likely to cause nuisance or annoyance to anyone in the local area, or is deemed by us to be dangerous, we may ask you to remove it, which you must do.

f) You must not store any rubbish in your garden, except for your normal domestic waste, which should be kept in a suitable sealed container. We will require you to remove any items of rubbish that we consider to be unsightly or a risk to health and safety. If you do not remove the rubbish, we will remove it ourselves and charge you the removal costs.

g) You will request permission from us if you wish to put any structure in the garden. If we do not grant permission, you will not do so.

h) If your home has a balcony, you must not use this for barbeques or bonfires, storage, erect flags, hang washing/laundry from the balcony wall or rails, keep bikes or other large equipment on them, store rubbish or use them for toileting pets. Space permitting you may use them for outdoor furniture, a small clothes horse, or plants in pots.

7.14 Adaptations and additions to external areas

a) You will not make any additions or adaptations to the internal or external walls of your home, or remove any walls, without first getting our written permission and all other necessary approvals including, where relevant, planning permission. This includes satellite dishes, CCTV cameras, notices, and signs, etc. Permission is not required for analogue television aerials fitted to chimney breasts on houses. For the avoidance of doubt, obtaining planning permission does not entitle you to carry out any alterations, without also separately obtaining our consent as landlord.

b) If you live in a flat, you will not replace the front door of your home without first getting our written permission.

c) If any installation, alteration, or addition is unsightly, causes nuisance or annoyance to anyone in the local area, or is deemed to be dangerous, we may ask you to remove it, which you must do.

d) As well as obtaining our permission you must apply for and obtain any planning, building control, and other permissions that are needed.

e) If you carry out any alterations without our consent, we may require you to reinstate the property into its prior position and/or conduct the work ourselves, at your expense.

7.15 Damage

a) You will make good any damage to your home, or the fixtures and fittings, which has been caused by you or any member of your household or any visitor to your home or any pets.

b) You will replace all broken glass promptly with glass of the same quality, where you or any member of your household or any visitor to your home or any pet has caused breakage, including cracking.

c) You will pay any costs reasonably incurred by us in carrying out works to rectify damage to your home, the fixtures and fittings, or any common parts of the building caused by you or any member of your household or any visitor to your home or any pets.

7.16 Reporting repairs

a) You will immediately report to us any repair for which we are responsible in your home or the common parts.

b) You are responsible for some repairs which include, but are not limited to:

- lost, stolen or broken keys/door entry fobs (this includes gaining entry),
- decoration and floor coverings,
- light bulbs,
- washing line posts and rotary driers,
- replacement toilet seats.
- A full list of repair items that we are responsible for carrying out and those that you are

responsible for as a tenant can be found by contacting our Housing Maintenance Team or visiting the council's website www.welhat.gov.uk/council-social-housing/housing-repairs-maintenance.

c) You are responsible for moving furniture and belongings to enable repairs to be carried out.

d) You must adequately heat and ventilate your home to prevent condensation and mould from occurring.

7.17 Access

a) You will allow our representatives and/or contractors into your home to inspect the condition of your home or any installations or to carry out repairs, electrical, gas, and other safety and compliance checks or other works to your home or adjoining property, in accordance with clauses 6.2 to 6.5.

b) We will arrange such visits at reasonable times and with reasonable notice of at least 24 hours. If we have no response and/or you do not allow reasonable access for health and safety and compliance matters, such as annual gas safety check, we will take legal action against you, including to force entry, and recharge any costs.

c) We, or our contractors, may enter your home by any means necessary, including a forced entry, if either:

- it is an emergency
- we have been unable to contact you despite all reasonable efforts (including, where we know of them, contact through your next of kin and any social or other support worker), and have

reason to believe either that you are not in occupation of your home or that your well-being is at risk.

d) If we have to force entry because of suspected neglect or misuse of the property, or your failure to report repairs, we will charge you the cost of repairing any damage. If you are not at fault, we will secure the property and repair any damage caused by the entry.

e) If your property is found not to be secure and we are unable to contact you, we will enter your property to make it safe. You will need to contact us to regain entry.

7.18 Parking

You will not allow members of your household, including yourself, or visitors to your home to:

a) park a boat, caravan, trailer, motor home, loader, or similar commercial vehicle at your home or on any communal parking areas without first getting written permission from us,

b) park on any road, verge, highway, or footpath adjacent to or near to your home in a way that might obstruct:

- the emergency services,
- other road users,
- anyone who uses pavements,
- footpaths, access ways and so on,
- the access to any home in the area,
- the access to any garage,
- access for domestic utility suppliers or their agents,
- local roadways and other vehicular accesses,

- keeping car parking spaces clear of unroadworthy vehicles and other obstructions.
- c)** park or leave any illegal, untaxed, or unroadworthy vehicle in the neighbourhood around your home or elsewhere on our land, including authorised parking areas,
- d)** park or drive any vehicle on or over a grass verge, communal garden, communal open space, or similar piece of land in the neighbourhood around your home,
- e)** carry out major repairs to any car, motorcycle, or other motor vehicle at your home or on any council land including authorised car parking spaces, or allow engine oil or any similar substance to pour down any drains or over any road or other surface,
- f)** carry out any repairs to any car not owned by a member of your household,
- g)** sell, rent, license, or give away any parking space or garage which we provide for you, or attempt to do so; and
- h)** by signing this agreement, you authorise us to remove any vehicle that we consider you have left abandoned at or near your home which breaks these conditions, or which we think has been abandoned or is dangerous. You will be charged for the cost of removing and disposing of any such vehicle.

7.19 Absence from your home

You will tell us, in writing and in advance, if you are or expect to be absent from your home for 28 days or more, so that we know you have not abandoned your home.

7.20 Health, safety, and hygiene

- a)** You will keep the property clean and tidy, including any balcony and garden. If we have to do work to bring any part of the property back to a reasonable standard, such as removing rubbish, we will charge you for this.
- b)** You will keep all shared areas such as entrances, stairways, corridors, lifts, landings and means of escape, clean and free from obstructions. If we consider that any item is an obstruction or a hazard, we may remove it and charge you for doing this.
- c)** You will not smoke or vape inside any communal area.
- d)** You will put all rubbish in appropriate bin bags and dispose of it in the bins, chutes, containers, or communal bin areas used for this purpose. You will make sure that only recyclable products are put in the appropriate recycling bins. You must not put hot ash in the bins, nor other materials likely to damage them.
- e)** You must not burn anything in the bins.
- f)** You will keep washing and drying areas and any other shared areas clear of rubbish and obstacles.
- g)** You will not use the garden or any other external areas to store rubbish, scrap metal, or vehicle parts (including tyres).
- h)** You will not use any portable oil, paraffin, or gas appliances, or store any flammable materials such as gas, paraffin, or oil, in the property, garden, balcony or communal areas.
- i)** You will not store any vehicles powered by electric, petrol, diesel, or paraffin in shared areas such as hallways or on balconies.

j) You will not throw anything from balconies or windows of any part of the property including shared areas.

k) You will not let anyone who you do not know into the building, and you will not jam open any communal entrance or fire safety doors.

l) You will not tamper with or interfere with or alter the electrical or gas systems, installations, or meters in or serving the property.

m) In certain properties and buildings, we may have to restrict access to certain areas for your own health and safety. You will be notified of any such areas at the tenancy sign up. By signing this agreement, you agree not to enter any restricted areas highlighted by us.

n) In properties where there is a shared alleyway leading to the rear gardens, it is the responsibility of the tenants living next to the alleyway to keep it clear and tidy. If we are required to clear any such area, we will re-charge you for this.

o) You will report any infestation for example, bugs, vermin, wasps to us as soon as you can. We will not generally be responsible for infestations but will be able to advise you on the best course of action.

7.21 Insurance

You are responsible for insuring your home and its contents against deliberate, malicious, criminal, or accidental damage. We will not accept any responsibility for costs incurred as a result of damage caused by you, people living in your home or by people visiting your home. You are strongly advised to take out full contents and tenants' liability insurance for your home. We can recommend an

affordable insurance scheme for tenants, please ask for details.

8. Your rights summarised

8.1 Right to occupy

a) You have the right to occupy your home without interruption or interference from us for the duration of this tenancy, except to give access to our representatives or contractors as set out in clause 7 of this agreement.

b) Your right to occupy your home is at risk if you do not meet the conditions of this agreement or if you do not have proper respect for the rights of other tenants and other persons in the neighbourhood.

8.2 Tenure

a) We cannot generally bring your tenancy to an end without first serving a Notice Seeking Possession, or other relevant notice, unless we seek dispensation from the requirement to do so. We can only get possession if:

- we prove one of the grounds/reasons for possession listed in Schedule 2 to the Housing Act 1985 (as amended) or any grounds amended or added under future legislation; and

b) If we intend to seek possession of your home, we will, unless we seek dispensation from the requirement to serve notice, give you written notice of at least the period prescribed by statute.

c) As well as seeking a possession order, we can ask the court for an injunction and other remedies under the Anti-social Behaviour, Crime and Policing Act 2014. This may include a power of arrest and an exclusion order

to make you meet the terms of this tenancy. We may also apply for an injunction against any member of your family or any visitor to your home, for anti-social behaviour.

8.3 End of secure tenancy

If the tenancy ceases to be a secure tenancy, we may end the tenancy by giving you at least 4 weeks' notice in writing.

8.4 Right to exchange

a) You have in the circumstances detailed above the right to exchange this tenancy for another with us, or with another housing association or a local authority. This is through our Mutual Exchange policy, and you must have our written consent. This will only be withheld on specified grounds.

b) You must not charge any premium in relation to an exchange of this tenancy.

8.5 Right to take in lodgers

You have the right to take in lodgers as long as this does not make the property overcrowded. The lodger must have the right to remain in the UK and it is your responsibility to ensure that this is the case. You must also have our written permission (which will not be unreasonably withheld) before taking in a lodger. If you are getting housing benefit / Universal Credit, you must tell the relevant authority immediately as your entitlement may be affected.

8.6 Sub-letting

a) You must have our written permission to sub-let part of your home. We would not unreasonably refuse your

request and would inform you of the reasons of our decision.

b) You must not sub-let all of your property. If you do your security of tenure will end and we would take legal action to evict you and the unauthorised occupier(s).

8.7 Right to make improvements

a) If you have a periodic tenancy, you have the right to make improvements, alterations, and additions to your home provided that you have written permission from us via the tenant alteration request form and all other necessary approvals, such as planning permission and Estate Management Scheme consent and building regulations.

b) Any alterations without permission may be retrospectively approved but if they are not, we will require you to return the property back to its original condition at your own expense. Where this is refused, we may undertake the works and recharge you and/or take court action to require you to return the property to its original condition or to recover charges.

8.8 Right to buy your home

You may have the right to buy your home unless you live in sheltered accommodation or other types of housing excluded from these rights. We can tell you if you qualify and provide you with further details upon request.

8.9 Right to repair

Under the Right to Repair scheme, we must pay you compensation if certain repairs are not completed within a reasonable time. You have the right to

have certain urgent minor repairs done quickly and at no cost to you, where the repair may affect health, safety, or security, and where the repair has not been completed within a specified timescale. On request, we will supply full details of the Right to Repair scheme including a list of those repairs which qualify.

8.10 Right to consultation

We will consult you on matters affecting your home and your tenancy, before making changes in housing management or maintenance which are likely to have a substantial effect on your tenancy.

8.11 Right to information

You have a right to information about the terms and conditions of this tenancy and about our repair obligations, policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

8.12 Complaints

We have a policy for dealing with complaints on any matter arising from this tenancy. The policy meets the requirements of the Housing Ombudsman Service. If you are still dissatisfied after the complaint procedure has been exhausted, you have the right to refer the matter to the Housing Ombudsman Service:

Housing Ombudsman Service

Telephone:

0300 111 3000

Email:

info@housing-ombudsman.org.uk

9. Independent Advice

You can get independent advice about this tenancy and your rights from a solicitor. There may be a charge for this. You may be able to obtain free independent advice from agencies such as the Citizens Advice or Shelter.

10. Definitions

Agreement refers to this tenancy agreement.

We, our, us, The Council, refers to the landlord.

You and your refers to the sole tenant or all joint tenants.

Joint tenancy is a tenancy granted to more than one adult. We will normally offer joint tenancies to all married couples, civil partners and couples who live together as if they are married at the time when a new tenancy is created.

Joint tenants have a shared interest in their home for the whole of the tenancy. Each individual tenant is wholly responsible for ensuring that all the charges are paid in full and that the conditions of this tenancy agreement are met.

Partner refers to your husband, wife, or the person with whom you cohabit (live with).

Divorce is a form of legal separation of partners in a marriage.

The term **assign** means to legally transfer the whole or part of your tenancy to another person.

The term **succession** means where a tenancy passes to your partner or to a close family member when you die. Only one succession is allowed per tenancy.

The term **sub-let** means to let whole or part of your home to another person.

Property includes the accommodation which you occupy, all fixtures and fittings, plus any garden, shed, fence or wall let under the tenancy.

Communal areas refer to entrances, passages, stairways, walkways, lifts, gullies, drives, yards, parking areas, gardens and any other areas that are provided by us for communal use.

Communal facilities charge (CFC's) refers to charges made in sheltered/over 60's accommodation for services provided, such as support and maintenance of communal areas.

Any other charges may include storage charges, water rates, heating, parking, cleaning, Independent Living Officers, mobile warden and community services or other support services and any other charges legally due.

Notice Seeking Possession – This is a Notice which allows us to enter a case into court. It explains the reasons why we are taking legal action and is valid for 12 months.

Injunction – This is a court order which requires someone to do or not to do something.

Exclusion order – This is a court order which stops a person from going to a certain place, this can be their own home.

Housing Act 1985 – This is the Housing Act 1985 as amended and includes future enactments.

Secure tenancy - Secure tenants have 'security of tenure'. This means that your tenancy can only be ended with a court order if it is proven to the court that there is a good reason to evict you.

Periodic tenancy - A periodic tenancy is the legal name for a rolling tenancy with no specific end date. All secure tenants are given this type of tenancy

Demoted tenancy - When a secure tenant causes nuisance through antisocial behaviour, their landlord can apply to court to demote the tenancy to a 12 month probationary tenancy. The tenant has reduced security of tenure during the probationary period.

Non-Secure - Non-Secure tenancies do not have all the rights that secure tenants have including Right to Buy, Right to Exchange, Right to Succession, Right to Take in Lodgers or to Sublet.

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Changes to the WHBC Tenancy Agreement - Consultation

This survey is for you to let us have your comments on the proposed new tenancy agreement. The closing date for comments is 31 January 2025.

There are areas for responses to each section of the new Tenancy Agreement. You can complete as many or as few sections as you want.

You may want to refer to the [Table of Changes here](#).

Information and documents relating to the consultation can be found on our [website](#).

Changes to the WHBC Tenancy Agreement - Consultation

* 1. First, we need to verify you are a council tenant.

Your name

* 2. Your address

Changes to the WHBC Tenancy Agreement - Consultation

Additional Questions

We're asking these to make sure the details we have are up-to-date. These questions are not mandatory and you do not need to answer them in order to complete the survey.

3. Are you a:

Joint Tenant

Sole Tenant

4. Your Email Address

5. Your mobile number

Changes to the WHBC Tenancy Agreement - Consultation

6. Section 1 - About your secure tenancy agreement

This section explains what type of agreement it is, joint and several liability, changes to the tenancy, coats and serving notices.

To what extent do you agree with the proposed changes set out in Section 1?

You may want to refer to the Table of Changes [here](#).

Changes to the WHBC Tenancy Agreement - Consultation

7. If you have selected Disagree or Strongly Disagree, please tell us why:

Changes to the WHBC Tenancy Agreement - Consultation

8. Section 2 - Paying your rent

This section addresses rent and information about service increases

To what extent do you agree with the proposed changes set out in Section 2?
You may want to refer to the Table of Changes [here](#).

Changes to the WHBC Tenancy Agreement - Consultation

9. If you have selected Disagree or Strongly Disagree, please tell us why:

Changes to the WHBC Tenancy Agreement - Consultation

10. Section 3 - Services, Housing related support charges and other charges

We are introducing a new section to the Agreement which includes changes to any charges.

To what extent do you agree with the proposed changes set out in Section 3?

You may want to refer to the Table of Changes [here](#).

Changes to the WHBC Tenancy Agreement - Consultation

11. If you have selected Disagree or Strongly Disagree, please tell us why:

Changes to the WHBC Tenancy Agreement - Consultation

12. Section 4 - Ending your tenancy

This section explains how you can end your tenancy and how WHBC can end the tenancy

To what extent do you agree with the proposed changes set out in Section 4?

You may want to refer to the Table of Changes [here](#).

Changes to the WHBC Tenancy Agreement - Consultation

13. If you have selected Disagree or Strongly Disagree, please tell us why:

Changes to the WHBC Tenancy Agreement - Consultation

14. Section 5 - Changes to the Tenancy

This section explains succession rights, assignment, mutual exchange and joint tenancies.

To what extent do you agree with the proposed changes set out in Section 5?

You may want to refer to the Table of Changes [here](#).

Changes to the WHBC Tenancy Agreement - Consultation

15. If you have selected Disagree or Strongly Disagree, please tell us why:

Changes to the WHBC Tenancy Agreement - Consultation

16. Section 6 - Our Obligations

This section explains what we must do to keep our side of the contract. This covers such things such as repairs, external decorations and housing management.

To what extent do you agree with the proposed changes set out in Section 6?
You may want to refer to the Table of Changes [here](#).

Changes to the WHBC Tenancy Agreement - Consultation

17. If you have selected Disagree or Strongly Disagree, please tell us why:

Changes to the WHBC Tenancy Agreement - Consultation

18. Section 7 - Your Obligations

This section explains what you must or must not do to keep to the terms of the agreement. It covers things such as fly-tipping, paying your rent and other costs, repairs, gardens, shared areas, parking etc.

To what extent do you agree with the proposed changes set out in Section 7?

You may want to refer to the Table of Changes [here](#).

Changes to the WHBC Tenancy Agreement - Consultation

19. If you have selected Disagree or Strongly Disagree, please tell us why:

Changes to the WHBC Tenancy Agreement - Consultation

20. Section 8 - Your rights summarised

This section covers topics such as your right to occupy, exchange, take in lodgers, improvements and right to buy.

To what extent do you agree with the proposed changes set out in Section 8?
You may want to refer to the Table of Changes [here](#).

Changes to the WHBC Tenancy Agreement - Consultation

21. If you have selected Disagree or Strongly Disagree, please tell us why:

Thank you for your feedback

New N°	Proposed Clause in new agreement	Old N°	Clause in existing agreement	Reason for Change
	Tenancy Details		Signatures	Now includes a clear breakdown of charges, emergency and next of kin information with an authority to discuss your tenancy.
1	About your secure tenancy agreement		N/A	This is a new section setting out what the tenancy is, what the agreement means for the tenant, what the tenant's liability is.
2	Paying your rent 2.1 rent and service increases	3.4	Payment of rent	Includes new information about service charges. New paragraph about what happens if a tenancy changes from fixed term to periodic.
3	Services, housing-related support charges and other charges 3.1 Service charges 3.2 Changes to community facility charges 3.3 Changes to services and/or housing relates support services		N/A	This is a new section giving information around service charges

New N°	Proposed Clause in new agreement	Old N°	Clause in existing agreement	Reason for Change
4	<p>Ending Your Tenancy</p> <p>4.1 Giving up your tenancy</p> <p>4.2 The Council ending your tenancy</p> <p>4.3 Modes of termination</p>	5	<p>Ending Your Tenancy</p> <p>4.1 Moving out</p>	<p>Adds information on how the tenant is expected to give notice and what they need to do before moving out.</p> <p>New section</p> <p>New section explaining how the council can end the tenancy</p>
5	<p>Changes to the tenancy</p> <p>5.1 Succession – as per succession policy</p> <p>5.2 Assigning your home / mutual exchange</p> <p>5.3 Joint tenancies</p>	2	<p>Your rights</p>	<p>The wording has been updated in these sections</p>

New N°	Proposed Clause in new agreement	Old N°	Clause in existing agreement	Reason for Change
6	<p>Our obligations</p> <p>6.1 Your right to occupy</p> <p>6.2 Repair of structure and interior</p> <p>6.3 Repair of installations</p> <p>6.4 Repair of common parts</p> <p>6.5 External decorations</p> <p>6.6 Housing management</p>	1	<p>Our obligations and duties to you</p> <p>1.2 Repairs</p> <p>1.3 Decorations</p>	<p>New section and includes information about when we require access to the property</p> <p>6.2 to 6.4 are new sections setting out what our repairs obligations are</p> <p>Makes clear gardens and balconies are the responsibility of the tenant. States we will publish timescales for periodic decoration.</p> <p>New section stating we will provide information about our housing services, standards, management policies and performance.</p>

New N°	Proposed Clause in new agreement	Old N°	Clause in existing agreement	Reason for Change
7	Your obligations 7.1 Possession 7.2 Payments 7.3 Outgoings 7.4 Use of property 7.5 Anti-social behaviour 7.6 Racial and other harassment 7.7 Respecting council employees and representatives 7.8 Domestic abuse 7.9 Noise 7.10 Running a business 7.11 Pets	3	Your obligations and duties to us 3.4 Payment of rent n/a 3.5 Use and Occupation of the property 3.28 Nuisance 3.31 Harassment 3.36 Unacceptable behaviour towards staff, councillors, contractor and agents 3.32 Violence and domestic abuse 3.28 Nuisance 3.16 Running a business from your home 3.15 Keeping pets	New wording, including not sub-letting whole property Updated wording New section making clear tenant must meet all outgoings Updates wording to include what action will be taken if there is a breach of tenancy New section specific to ASB Updates the wording Now includes zero-tolerance approach Updates wording with actions WHBC can take in respect to the tenancy New section specific to noise Updated to include information on planning permissions and right to withdraw permission Updates wording in line with our pet policy

7.12 Internal decoration and laminate /hardwood flooring		3.6 Alterations and Improvements and 3.10 Decorations and floor coverings	Separate section making clear requirements before installing laminate flooring
7.13 Gardens, balconies, boundaries, trees, fencing and outbuildings.		3.35 Gardens, boundaries, trees and fencing	Updates the information and sets out responsibility for tree works and use of balconies
7.14 Adaptations and additions to external areas		3.6 Alterations and Improvements	Separate section on expectations for external/ outside areas of a property
7.15 Damage		n/a	New section on tenant responsibilities
7.16 Reporting repairs		3.2 Repairs	Updates to include what repairs the tenant is responsible for
7.17 Access		3.27 Access to your home	Updates to include details on accessing the property in an emergency or for welfare checks
7.18 Parking		3.34 Car parking and 3.33 Car repairs	Updates to make clear terms include members of the household and visitors. Expands on types of parking that is restricted
7.19 Absence from your home		3.25 If you are going to be absent from your home	Updates the wording
7.20 Health, safety and hygiene		3.11 Inflammable and poisonous materials and 3.12 Communal areas	New section making clear tenant responsibilities for keeping the property and communal areas (if relevant) clean and safe and what the council can recharge for
7.21 Insurance	6	Insuring Your Property	Makes clear it is tenant's responsibility to insure the property

New N°	Proposed Clause in new agreement	Old N°	Clause in existing agreement	Reason for Change
8	Your rights summarised	2	Your Rights	
	8.1 Right to occupy		n/a	New section explaining tenant's right to occupy
	8.2 Tenure	4	Ending Your Tenancy	8.2 and 8.3 set out what WHBC must do to end a tenancy
	8.3 End of secure tenancy			
	8.4 Right to exchange	3	Your obligations and duties to us	
			3.26 Exchanging your home	Updates wording
	8.5 Right to take in lodgers		3.23 Lodgers	Updates wording
	8.6 Sub-letting		3.22 Sub-letting your home	Now states you cannot sub-let all of your property
	8.7 Right to make improvements		3.6 Alterations and improvements	Makes clear action WHBC can take for unauthorised improvements
	8.8 Right to buy your home		n/a	New section
	8.9 Right to repair	1	Our obligations and duties to you	Focuses on WHBC's obligations to the tenant
			1.2 Repairs	
	8.10 Right to consultation			New section explaining when WHBC will consult with tenants
	8.11 Right to information	2	Your Rights	Focuses on right to information about tenancy, repairs, consultation, allocation and landlord performance.
	8.12 Complaints		n/a	Gives details of the Housing Ombudsman

New N°	Proposed Clause in new agreement	Old N°	Clause in existing agreement	Reason for Change
9	Independent advice	7	Independent advice	No change
10	Definitions	Page 3	Definitions	Updates the list of definitions of words/phrases used in the agreement

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Dear

Re: Tenancy Agreement Consultation

Welwyn Hatfield Borough Council is proposing to make changes to its Tenancy Agreement.

The Tenancy Agreement has not been updated for several years. It is being reviewed to make sure it is up to date with current legislation and that it allows us to manage your tenancy effectively.

The proposed changes will not affect how the council reviews your rent or end your current tenancy.

Because any changes to the terms and conditions of our Tenancy Agreement will affect all our tenants, we are carrying out a formal consultation.

We are keen to hear your views on the changes. Please complete our online survey at www.surveymonkey.com/r/TenancyAgreement or by scanning the QR code included in this letter.

If you would like a paper copy of the survey, call 01707 357 796 or email neighbourhoods@welhat.gov.uk

The consultation closes on 31 January 2025. For more information see the attached frequently asked questions or our website www.welhat.gov.uk/tenancy-agreement-consultation.

We will look at all responses to the consultation and take these into account before we issue the final document.

Thank you in advance for taking part.

Neighbourhood and Enforcement Team

If you want this information in a different language or format, please call us on 01707 357 796 or email neighbourhoods@welhat.gov.uk.

- Dacă doriți aceste informații în limba română, vă rugăm să ne sunați la 01707 357000 sau un e-mail contact-whc@welhat.gov.uk
- Jeśli chcesz uzyskać te informacje w języku polskim, zadzwoń do nas pod numer 01707 357000 lub wyślij e-mail na adres contact-whc@welhat.gov.uk
- اگر آپ اردو میں یہ معلومات چاہتے ہیں تو براہ کرم ہمیں 01707 357000 پر کال کریں یا contact-whc@welhat.gov.uk پر ای میل کریں۔

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WHBC Tenancy Agreement consultation

Will this variation of the agreement affect my tenancy?

Generally, no. We are proposing to change some of the terms and conditions of your existing Tenancy Agreement. These actions will not affect how the council reviews your rent or end your current tenancy.

Will I need to sign another tenancy agreement?

No, you will not be required to sign anything. We will send you a new Tenancy Agreement once the consultation is complete.

Why has the tenancy agreement changed?

The tenancy agreement was last updated in 2017. From time to time, we need to make changes to the tenancy agreement. This is to ensure it is up to date with current legislation.

We also need to make sure the terms and conditions allow us to manage our tenancies and estates effectively and to a standard we would all like to see.

Why have two letters been sent to my address?

Because you have a joint tenancy and the tenancy agreement is a legal document, we have to let every tenant know that we wish to make changes to it and give them the opportunity to comment.

Who will this affect?

Everyone who lives in or visits the property. The tenant or, where there are two people, both tenants are responsible for making sure all terms and conditions are kept to. This means the tenant is responsible for everyone who lives in the property. The tenant is also responsible for the actions of any visitors to the property.

What do I need to do?

The summary document which explains the proposed changes and a draft of the new tenancy agreement are available online at www.welhat.gov.uk/tenancy-agreement-consultation if you have any comments submit these via our survey before **31 January**.

We will consider all consultation comments and take these into account before we finalise the Tenancy Agreement.

The survey is online at www.surveymonkey.com/r/TenancyAgreement or scan the QR code.

If you would like a paper copy of the draft tenancy agreement and the proposed changes, call 01707 357 796 or email neighbourhoods@welhat.gov.uk.



age	18-24	25-34	35-44	45-54	55-65
Female	0.45%	7.81%	####		23.72% 24.02%
Male	0.57%	3.70%	####		18.52% 29.63%

Row Labels	Count of ethnicity	percentage	Row Labels	Count of disability
2004 Not declared	1	0.10%	No mobility issues advise	370
Arab	1	0.10%	UNKNOWN	528
As/Brit Bangladeshi	4	0.38%	Yes	1
Asian other	6	0.58%	yes - reported by tenant	118
Asian/Brit Pakistani	6	0.58%	#N/A	24
Asian/British Indian	2	0.19%	Grand Total	1041
Black/Brit African	40	3.84%		
Black/Brit Caribbean	10	0.96%		
Black/Brit Other	7	0.67%		
ethnicity 2004 Not declare	64	6.15%		
ethnicity not given	124	11.91%		
Mixed other	4	0.38%		
Mixed White/Asian	1	0.10%		
Mxd Wh/Black African	5	0.48%		
Mxd Wh/Black Carib	1	0.10%		
NOT DECLARED	6	0.58%		
not given	37	3.55%		
OTHER	14	1.34%		
Other (Irish Traveller)	1	0.10%		
Other Ethnic Group	1	0.10%		
White any other	78	7.49%		
White British	601	57.73%		
White Irish	3	0.29%		
#N/A	24	2.31%		
Grand Total	1041			

66+	unknown	n/a
21.62%	0.60%	
35.04%	1.99%	

percentage	Row Labels	Count of religion percentage		Row Labels	Count of gender
35.54%	Christianity	205	19.69%	Female	666
50.72%	Hinduism	3	0.29%	male	351
0.10%	Islam	8	0.77%	#N/A	24
11.34%	Judaism	1	0.10%	Grand Total	1041
2.31%	No religion	100	9.61%		
	Prefer not to say	24	2.31%		
	religion not given	675	64.84%		
	Spiritualist	1	0.10%		
	#N/A	24	2.31%		
	Grand Total	1041			

percentage	Row Labels	Count of sexual orientation	percentage
63.98%	Sexual orientation not give	783	75.22%
33.72%	Bi-sexual	1	0.10%
2.31%	Gay Woman	1	0.10%
	Heterosexual	226	21.71%
	Prefer not to say	6	0.58%
	#N/A	24	2.31%
	Grand Total	1041	

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Welwyn Hatfield Borough Council
Equality Impact Assessment

Assessment completed by: Sue McDaid

Name of policy/project/service to be assessed	Tenant consultation on changes to terms and conditions of Tenancy Agreement
At what stage of consultation has this EqIA been prepared?	Pre consultation <input type="checkbox"/> Post consultation <input checked="" type="checkbox"/> No consultation required <input type="checkbox"/>
Method of analysis undertaken and dates	Managers – desktop screening <input checked="" type="checkbox"/> Date: Employee Forum <input type="checkbox"/> Date: Stakeholder review <input checked="" type="checkbox"/> Date: 9/2/25
Who does the policy or service affect?	Customers (tenants) <input checked="" type="checkbox"/> Internal (staff/Members) <input type="checkbox"/> External (partners/contractors/agencies) <input type="checkbox"/> Other <input type="checkbox"/>
What are the aims/objectives/purpose or outcome or intended effects of the policy, project or service?	<ul style="list-style-type: none"> The council's current tenancy agreement was written in 2017. The review is to accommodate changes in legislation, operational practice and to improve understanding of the terms and conditions – setting out the rights and responsibilities of both council tenants and the council. As per Section 103 of the Housing Act 1985, the council has an obligation to consult its tenants on proposed revised tenancy agreements.
What equality data is available relating to the use or implementation of the policy, project or service?	<ul style="list-style-type: none"> Tenant data (from Orchard)

What consultation/engagement has taken place in the development or review of the policy, project or service?

- The updates to the terms and conditions of the Tenancy Agreement have been prepared and advice was sought from Legal Services
- The draft Tenancy Agreement was reviewed by Residents Panel in summer 2024.
- An online survey was set up to gather tenants' views on the proposed changes. Alongside the survey, a link to helpful documents was provided, this included the current tenancy agreement, the proposed new tenancy agreement and a list of the changes. Letters were sent to all tenants to promote and give information about the consultation, details of the survey and a number/email to contact if they wanted the survey in a different format were sent to all tenants.

Does the policy have a positive or negative impact on any of the following Protected Characteristic groups covered by the Equality Act 2010?

	Positive Yes/No	Negative Yes/No	Neutral Yes/No	Evidence & Comments
Age			Yes	There are no terms and conditions within the tenancy agreement that would be considered to either positively or negatively impact on young people or older people.
Disability	Yes			<p>Section 7.6 of the tenancy agreement is considered to be a positive impact on the protected characteristic of disability in that tenants or their visitors are advised that they must not harass or discriminate against others on the basis of disability.</p> <p>Section 7.14 of the tenancy agreement talks about not making adaptations to the property without the council's consent. this could positively impact on disability due to adaptations needed resulting from disability.</p> <p>11.34% of the respondents to the consultation self-reported that they had a disability.</p>
Ethnicity	Yes			<p>Section 7.6 of the tenancy agreement is considered to be a positive impact on the protected characteristic of race and ethnicity in that tenants or their visitors are advised that they must not harass or discriminate against others on the basis of ethnicity or race.</p> <p>65.71% of the respondents to the consultation reported as being in White-British/other white groups, and 9.7% of the respondents to the consultation reported as being in Black, Asian, and Minority Ethnic groups. Not all respondents declared their ethnicity.</p>

Gender re-assignment			Unknown	There are no terms and conditions within the tenancy agreement that would be considered to either positively or negatively impact on gender re-assignment. This is not data that was gathered during the consultation or that we hold as part of our data on tenants.
Marriage/Civil partnership	Yes			Section 5.3 of the tenancy agreement talks about joint and sole tenancies and section 5.1 talks about succession. Whilst this is at the discretion of the council it could support the change of a tenancy from a joint to sole tenancy should a partnership end, or succession to a partner on death. This could be considered to positively impact on marriage or civil partnerships.
Pregnancy & Maternity			Yes	There are no terms and conditions within the tenancy agreement that would be considered to either positively or negatively impact on pregnancy or maternity.

	Positive Yes/No	Negative Yes/No	Neutral Yes/No	Evidence & Comments
Religion or belief	Yes			Section 7.6 of the tenancy agreement is considered to be a positive impact on the protected characteristic of religion in that tenants or their visitors are advised that they must not harass or discriminate against others on the basis of religion.
Sex	Yes			Section 7.8 of the tenancy agreement could be considered to be a positive impact on the protected characteristic of sex in that tenants or their visitors are advised that they must not perpetrate domestic abuse against anyone living with them. Although both men and women experience domestic abuse, women are disproportionately impacted.
Sexual orientation			Unknown	There are no terms and conditions within the tenancy agreement that would be considered to either positively or negatively impact on sexual orientation. The vast majority of respondents to the consultation did not declare their sexuality. Less than 0.2% declared that they were bi-sexual or gay.

Equality Impact Assessment Outcome:

Low risk

Medium risk

High risk

Any other comments:

For Steering Group use only:

04.02.2025

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Part I

Main author: Sue McDaid

Executive Member: Cllr Gemma Moore

All Wards

WELWYN HATFIELD BOROUGH COUNCIL
 CABINET HOUSING PANEL – 19 FEBRUARY 2025
 REPORT OF THE EXECUTIVE DIRECTOR (RESIDENT SERVICES AND CLIMATE CHANGE)

TENANT SATISFACTION MEASURES SURVEY 2023/24 ACTION PLAN - UPDATE

1 Executive Summary

- 1.1 The attached report (Appendix A) provides an update on progress with the action plan in response to the tenant satisfaction measures survey 2023/24.
- 1.2 The latest Tenant Satisfaction Measures (Q3 of 2024/25) show a marked improvement in satisfaction across all areas compared to 2023/24, except a slight decrease in complaint handling satisfaction.

2 Recommendation

- 2.1 That Cabinet Housing Panel note the contents of the report.

3. Explanation

- 3.1 The tenant satisfaction measures survey was undertaken between 22 January and 8 March 2024 and reported to Cabinet Housing Panel on 11 June 2024.
- 3.2 A themed action plan was developed to address the feedback from the tenant satisfaction measures survey. Progress with the action plan is updated in Appendix A.
- 3.3 Some actions have been completed, and the remaining are in progress.
- 3.4 The latest Tenant Satisfaction Measures (Q3 of 2024/25) show a marked improvement in satisfaction across all areas compared to 2023/24, except there was a slight decline in complaint handling satisfaction. Please see the table below.

Satisfaction Measures	2023/24	2024/25 (To 31 Dec)	Trend
Overall Satisfaction	60%	66%	↑
Satisfaction with repairs service over last 12 months	61%	65%	↑
Time taken to complete most recent repair	56%	66%	↑
Satisfaction home is well maintained	54%	67%	↑
Satisfaction home is safe	60%	75%	↑
WHBC listens to your views and acts on them	42%	58%	↑
WHBC keeps you informed	53%	70%	↑
WHBC treats you fairly and with respect	63%	74%	↑
Made a complaint in the last 12 months	26%	22%	↓
Satisfaction of WHBC's approach to complaint handling (% of those who have made a complaint)	26%	21%	↓
Communal areas are clean and well maintained	47%	49%	↑
WHBC makes a positive contribution to the neighbourhood	45%	58%	↑
Approach to handling ASB	41%	56%	↑

4. Legal Implications

- 4.1 As a social housing landlord, we are required to meet the requirements of the Regulatory Standards set by the Regulator of Social Housing in accordance with the Social Housing (Regulation) Act 2023.
- 4.2 One of the Standards (Transparency, Influence and Accountability Standard) requires us to measure, report and publish 22 Tenant Satisfaction Measures for the period 1 April to 31 March on an annual basis.
- 4.3 Though not legally required, we have developed an action plan to address the feedback from the TSM survey 2023/2024 (Appendix A).

5. Financial Implications

- 5.1 There are no new financial implications as a result of this report.

6. Risk Management Implications

- 6.1 No new risks identified. All controls are in place.

7. Security and Terrorism Implications

- 7.1 There are no security and terrorism implications arising from this report.

8. Procurement Implications

- 8.1 There are no procurement implications arising from this report.

9. Climate Change Implications

- 9.1 There are no new climate change implications arising from this report. Part of the action plan is to undertake major and planned maintenance works and the decarbonisation works in the poorest performing energy efficiency council homes forms part of this.

10. Human Resources Implication(s)

- 10.1 There are no human resource implications arising from this report.

11. Health and Wellbeing Implications

- 11.1 Listening to tenants' views and taking these into consideration when looking at service improvements can contribute positively to supporting their health, wellbeing and safety.

12. Communication and Engagement Implications

- 12.1 We have published and communicated the results of the TSM perception survey on the Council's website and to tenants as mentioned in the action plan (Appendix A) and have an ongoing communications plan with tenants (Appendix B).

13. Link to Corporate Priorities

13.1 The subject of this report is linked to the Council’s Corporate Priorities: Homes to be proud of, Run an effective council and Together, create opportunities for our communities.

14. Equality and Diversity

14.1 An Equality Impact Assessment (EIA) has not been carried out in connection with the proposals that are set out in this report as the recommendation does not require a policy or service change.

Name of author(s): Sue McDaid
Title(s) Executive Director (Resident Services and Climate Change)
Date 5 February 2025

Appendices:

Appendix A: WHBC Tenants Satisfaction Measures Survey 2023/2024: Action Plan progress update

Appendix B: Council Housing Resident Engagement Plan for 2024/2025

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Appendix A: WHBC Tenants Satisfaction Measures Survey 2023/2024: Action Plan update at 5 February 2025

Theme: Safe and well-maintained homes

TSM:		Lead	Start	Finish	Update at 03/02/25
Action 1: Maintenance programmes	<p>Once the 100% House stock condition survey has been completed to analyse and prioritise findings and incorporate them into planned works programmes</p> <p>Communicate and publicise the works programmes and investment in homes: cyclical decoration, planned works and major works</p>	Planned Delivery team	July 2024	March 2025	<p>In progress</p> <p>EPC data to be loaded on to MRI beginning of Feb. Testing will then take place.</p> <p>Upload complete by end of March.</p> <p>Once data has been uploaded, it will be analysed and used to help determine future investment programmes.</p>
Action 2: Cleaning of Communal areas	<p>Review the cleaning arrangements for communal areas</p> <p>Publish the cleaning schedules on the website and communicate to tenants</p>	Neighbourhoods Team	December 2024	March 2025	<p>Have completed an initial review of communal cleaning arrangements and existing contracts.</p> <p>Social housing Communal Areas Maintenance Task and Finish group report has been drafted and will be presented to OSC in March 2025.</p> <p>New Housing Estates Services Manager started in December 2024. They are due to commence a procurement exercise.</p>

Action 3: Grounds Maintenance of communal areas	Review the grounds maintenance arrangements for communal areas Publish the grounds maintenance schedules on the website and communicate to tenants	Neighbourhoods Team	November 2024	March 2025	Review is complete and are discussing with existing contractors how resources can be deployed to better suit needs. Website content to be updated by end of March.
Action 4: Inspections of blocks and housing land	Roll out revised Estates Inspection Programme	Neighbourhoods Team	September 2024	March 2025	Already in progress but seeking to increase programme from April 2025.

Theme: Repairs Service

TSM:		Lead	Start	Finish	Update at 03/02/25
Action 5: Review repairs service processes	Review repairs performance Review processes for communication and update of repairs works to tenants. Review customer satisfaction surveys for the repairs service to identify areas for improvement	Repairs and Building Safety Team	May 2024 September 2024 September 2024	Ongoing March 2025 Spring 2025	Plan to improve performance is in place. Improvements against targets are being seen. Officers are meeting weekly and monitoring performance on a tracker. Review of repairs customer journey is underway. MSPS to present findings to Residents Panel in March for feedback. Once the review of the customer journey is complete, we will revise survey.

	Add additional questions regarding the repairs service into the TSM survey for 2024		June 2024	Completed	Additional question about why feel home unsafe/unmaintained has been added. Additional questions for 2025/26 survey to be agreed once the customer journey review is complete.
	Communication of the appointment slots outside of weekends 9am-5pm (albeit limited numbers)		July 2024	Completed	Evening and weekend appointment slots are being offered to those for whom no other time is workable.

Theme: Communication

TSM:		Lead	Start	Finish	Update at 03/02/25
Action 6: Communication with tenants	Prepare an annual communications plan for housing tenants.	Resident involvement Team	June 2024	Ongoing	Communication/engagement plan regularly updated. Please see Appendix B for resident engagement plan.
	Direct communication with tenants with information about programmes of works or projects in their areas	Planned Delivery Team and Neighbourhood Team	June 2024	Ongoing	In place.
	Ask Residents Panel to consider this topic	Resident involvement Team	January 2025	March 2025	Panel are finalising their 2025/26 Workplan.

	Ensure feedback in Community Edit and other means with tenants (feedback on 'you said, we did')	Resident involvement Team	June 2024	Completed	'You said we're doing' now a regular feature in the newsletter. Next edition is due to be published in March 2025. TSM results updated quarterly on the website.
	Review processes for communications and updating of tenants regarding repairs works (as above) and ASB, nuisance and grounds maintenance to identify areas for improvement	Repairs, ASB, Environment and Neighbourhood Teams	September 2024	Completed	ASB - Social media campaign undertaken during ASB awareness week 18-14 November 2024. ASB team have also reviewed communication around closing cases and gathering feedback. Grounds Maintenance - Comms plan in place ready for changes to the grass cutting programme, which will include housing land.
	Publish the revised tenants handbook	Resident involvement Team	September 2024	March 2025	Final edits are underway and quotes for publication have been requested.
	Roll out our revised Tenancy Audits (an opportunity to engage with tenants)	Neighbourhoods team	June 2024	Completed	Tenancy audits are taking place. To increase efficiency, the mobile working version of the tenancy audit form is on schedule to be ready in Spring 2025


Theme: Neighbourhoods

TSM:		Lead	Start	Finish	Update at 03/02/25
Action 7: Handling of ASB cases	Review customer satisfaction surveys for ASB cases	ASB Team	September 2024	Completed	Have reviewed and revised the content of survey and new surveys being sent to customers when their case is concluded. Improved customer satisfaction.
	Review communications to ensure we are clear about what ASB is and what we can act on		September 2024	Completed	Listed on website and in ASB policy.
	Promote what the council is doing to improve neighbourhoods	Neighbourhood Team, Planned delivery team and Resident involvement Team	November 2024	March 2025	Round up of Neighbourhood Improvement Bids/Community Catch-ups and other initiatives are publicised in the Community Edit newsletter. Planning for 2025/26 Community Catch-ups has started. Communications will start in spring. Nicer Neighbourhoods task force is up and running. To publicise success of the retrofit programme.

Theme: Complaints

TSM:		Lead	Start	Finish	Update at 03/02/25
Action 8: Handling of Tenant's complaints and Enquiries	Review of the formal complaints policy and letter templates	AD (Customer Service and Transformation)	July 2024	Completed	Revised complaints policy approved by Cabinet on 6 August 2024.
	Refresher customer service training for housing staff	Executive Director (Resident Services and Climate Change)	October 2024	Spring 2025	Training for relevant officers on the complaints process and policy is complete. Customer care refresher training planned for Spring 2025.
	Publish our housing complaints data performance and lessons learned	Customer Service and Transformation	November 2025	Completed	The 2023-24 complaint data was published in the council's Annual Report. More detailed complaints data, including lessons learned was presented, along with the annual Housing Ombudsman statement, to OSC in November 2024. Housing Complaints data included in quarterly performance report to CHP.

Resident Involvement Overview 2024-25

 MONTH	NEWS	SOCIAL MEDIA	RESIDENTS PANEL	EVENTS	TRAINING
April					
May		Community Catch-up		Community Catch-up (Haymeads)	
June	2023-24 TSM results published Community Edit newsletter			Community Catch-up (Deerswood Ave)	Brilliant Boxes workshops
July	Step2Skills award	Community Catch-up	TPAS scrutiny workshops Hatfield Community Fair Facebook page Review of new tenancy agreement Review of customer service policies	Community Catch-up (Peartree Lane)	Communities 1st Family Budgeting
August	Springfield House patio refurbishment	Community Catch-up		Community Catch-up (Longmead)	
September		Community Catch-up Gas Safety Week		Community Catch-up (Woolmer Green)	Equans Paediatric training course Communities 1st Family Budgeting workshop
October		Damp and Mould information (Corp Comms)	Strategic Core Group (Pt2)	Community Catch-up (Roe Green Lane)	Protecting Children Online Working in schools taster session
November	Community Edit newsletter (include pension credit info) 2nd quarter TSM results on website	ASB Awareness Week	Purple Tuesday event @ Howard Centre Meet Youth Council		
December				Xmas wreath making Wickfield Close with MSPS	
January			Strategic Core Group (Pt2) Yearly workplan tbc	Consultation on changes to Ts&Cs of tenancy agreement	Equans Paediatric training course Introduction to working in Schools
February	3rd Quarter TSM results on website		New tenant information pack		Boost your confidence workshop
March	Community Edit newsletter comms (with Corp Comms)	Retrofit Equans Kickstart employability programme - Mead House	Morgan Sindall Presentation		Family Phonics Course

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WELWYN HATFIELD BOROUGH COUNCIL
CABINET HOUSING PANEL – 19th FEBRUARY 2025
REPORT OF SSISTANT DIRECTOR (FINANCE)

RENT ARREARS POLICY – COUNCIL TENANTS

1 Executive Summary

- 1.1 This report recommends the approval of Rent Arrears Policy set out in Appendix A after a review has been carried out.
- 1.2 The aim of the policy is to set out the council's approach to recovering rent arrears in order to be as effective as we can be in minimising tenant debt and maximising rental income from council tenancies.
- 1.3 This policy will be applied in a firm, but fair, way, underpinned with early contact and support through the whole recovery process in order to prevent arrears from accruing and to ensure that a tenant can receive the right advice at the earliest opportunity and offered at every opportunity.
- 1.4 The Tenants Panel were consulted on the original policy and provided comments which were incorporated into the original policy.
- 1.5 The reviewed Rent Arrears Policy includes minor amendments.

2 Recommendation(s)

- 2.1 Members to recommend changes to Cabinet to the Rent Arrears Policy (as set out at Appendix A). If agreed by the panel unanimously the Policy will be approved instead by Executive Member Decision.

3 Explanation

- 3.1 This Rent Arrears Policy applies to all tenants who have a Secure Tenancy, Flexible Tenancy or Non-Secure Tenancy with Welwyn Hatfield Borough Council.
- 3.2 This policy does not apply to leaseholders (including equity share properties).
- 3.3 The policy sets out the council's approach to recovering rent arrears, taking into account best practice and legislative guidance but adopting a firm but fair approach to maximising council housing rental income.
- 3.4 The total annual rent debit for council tenancies is approximately £61 million.
- 3.5 The specific objectives of the Rent Arrears Policy are to:
 - Effectively collect rent due minimising debt for tenants and to maximise income.

- Offer comprehensive support to tenants to sustain their tenancies at all stages of the recovery process.
 - When appropriate, take legal action swiftly to minimise arrears increasing, ensuring action is proportionate and adheres to all legislative requirements, i.e. Pre-Action Protocol.
- 3.6 The Pre-Action Protocol for Possession based on rent arrears applies to residential possession claims by social landlords (such as local authorities)
- 3.7 The Protocol sets out a code of good practice for social landlords and private registered providers in the collection of rent arrears. The Protocol encourages more contact between landlords and tenants.
- 3.8 The aims of the Protocol are:
- (a) To encourage more pre-action contact and exchange of information between landlords and tenants;
 - (b) To enable the parties to avoid litigation by settling the matter if possible; and
 - (c) To enable court time to be used more effectively if proceedings are necessary.
- 3.9 Rent payments are due in advance in accordance with council tenancy agreement.
- 3.10 Maximising our income enables the council to meet its financial obligations and continue to invest in improving services to tenants.
- 3.11 We will contact tenants as soon as their rent account falls into arrears to ensure we can identify support at an early stage to ensure we can offer the most appropriate support.
- 3.12 Eviction will only be considered as a last resort and only after approval from two tiers of manager.
- 3.13 Rent money owed to us by people who are no longer our tenants are to be dealt with in accordance with the Former Tenants Arrears Policy.

4 Legal Implication(s)

- 4.1 Pre-Action Protocol (part of the Civil Procedure Rules) applies to residential possession claims by social landlords (such as local authorities, Registered Social Landlords and Housing Action Trusts) and private registered providers of social housing. Part 2 relates to claims which are based solely on claims for rent arrears. The protocol does not apply to claims in respect of long leases or to claims for possession where there is no security of tenure.
- 4.2 Possession will be sought under Ground(s) 1 of Schedule 2 to the Housing Act 1985 - 'Any rent lawfully due from the tenant has not been paid or the obligation of the tenancy has been broken or not performed'.
- 4.3 Possession on Grounds 1 to 8, 12 to 16 for secure tenancies is at the discretion of the courts.

- 4.4 For non-secure tenancies, the council is not required to prove any statutory ground to gain possession, but we must serve a valid Notice to Quit where a licensee has up to 28 days or more in arrears and has not responded to our efforts to make contact, or has broken their agreement to repay arrears. We will ensure its use is proportionate.

5 Financial Implication(s)

- 5.1 The current annual rent debit for council tenancies is approximately £61 million.
- 5.2 Failure to collect rent and manage arrears effectively will require an increase in bad debt provision in the Housing Revenue Account.
- 5.3 A high level of arrears presents additional challenges for the Council in fulfilling its obligations as a landlord.

6 Risk Management Implications

- 6.1 The Rent Arrears Policy provides clarity on how the council manages rent arrears and support residents in sustaining their tenancies. It ensures a clear and consistent approach and sets out our legal obligations.
- 6.2 The policy ensures that the council is not incurring either a reputational or legal risk from not having a clear, up to date policy.

7 Security and Terrorism Implication(s)

- 7.1 There are no implications arising from this policy.

8 Procurement Implication(s)

- 8.1 There are no implications arising from this policy.

9 Climate Change Implication(s)

- 9.1 There are no implications arising from this policy.

10 Human Resources Implication(s)

- 10.1 There are no implications arising from this policy.

11 Health and Wellbeing Implication(s)

- 11.1 There are no implications arising from this policy.

12 Communication and Engagement Implication(s)

- 12.1 There are no implications arising from this policy.

13 Link to Corporate Priorities

- 13.1 The subject of this report is linked to two of the five Council Corporate Priorities:
- 1) Homes to be proud of

2) Run an effective council

14 Equality and Diversity

14.1 This was carried out when the original policy was agreed

Name of author	Simon Kiff 2067
Job Title	Income and Home Ownership Manager
Date	31/01/2025

Version

1



Welwyn Hatfield Borough Council

Rent Arrears Policy

Scope:	This policy applies to all tenants who have a Secure Tenancy, a Flexible Tenancy or a Non-Secure Tenancy with Welwyn Hatfield Borough Council.
Effective Date:	March 2025
Review Date:	March 2028
Approved :	Cabinet March 2025
Author:	Income Team Leader and Home Ownership Manager
Policy Owned by:	Income and Home Ownership
Statute	Housing Act 1985 Housing Act 1988 Equality Act 2010 Data Protection Act 2018 Welfare Reform Act 2012 Pre-Court Action Protocol – Civic Procedure Rules Debt Respite Scheme (Breathing Space) guidance Human Rights Act 1998
National Standards	N/A

Rent Arrears Policy

1 Scope

- 1.1 This policy applies to all tenants who have a Secure Tenancy, Flexible Tenancy, Non-Secure Tenancy, License Agreements or Temporary Accommodation Licence with Welwyn Hatfield Borough Council.
- 1.2 This policy does not apply to leaseholders (including equity share properties)
- 1.3 Rent money owed to us by people who are no longer our tenants is dealt with in line with the Former Tenants Arrears policy.

2 Policy Statement

- 2.1 The aim of the policy is to set out the council's approach to recovering rent arrears in order to be as effective as we can be in minimising tenant debt. This policy will be applied in a firm but fair way, underpinned with early contact and support in order to prevent arrears from accruing and to ensure that a tenant can receive the right advice at the earliest opportunity.
- 2.2 Rent payments are due in advance in accordance with council tenancy agreement. We aim to ensure value for money by adopting a robust procedure to maximise our income to enable the council to meet its financial obligations.
- 2.3 The specific objectives of the Rent Arrears Policy are to:
 - Effectively collect rent due and maximise income.
 - Offer comprehensive support to tenants to sustain their tenancies at all stages of the recovery process.
 - When appropriate, take legal action swiftly to minimise arrears increasing ensuring action is proportionate and adheres to all legislative requirements, i.e. Pre-Action Protocol.

3 Our Approach

- 3.1 Rent is a priority debt and must be paid without exception. It is one of the most important bills a tenant has to pay.
- 3.2 It is the tenant's responsibility to pay the rent in full, in advance and on time. This is clearly set out in the tenancy agreement.
- 3.3 The council expects tenants rent accounts to always be in advance during their payment cycle, e.g. if a tenant pays their rent monthly, they should be one month in advance, so that the rent account is never in debt. Where a rent account is in arrears

only because payment patterns do not match the council's weekly accounting periods, the council will work with tenants to enable them to make extra payments to bring their account into advanced payment. This includes tenants in receipt of housing benefit or Universal Credit.

- 3.4 We will provide full information on how and when to pay rent when the tenancy agreement is signed. We also explain the consequences of not paying rent and what debt support services are offered locally. Where support issues are identified at a new tenancy sign-up, we will refer tenants for local support to either specialist council officers or Citizen Advice.
- 3.5 The council's preferred method of payment is Direct Debit, but we will offer multiple payment methods for tenants to pay their rent. If rent is not paid, it becomes arrears. This is a debt that tenants owe to us as their landlord.
- 3.6 We take arrears very seriously, even when it is just a small amount. Arrears can put a tenant's home at risk. Arrears also mean that we have less to spend on important services to tenants' homes.
- 3.7 Rent statements will be provided/accessible to all tenants on a regular basis and at every stage of the arrears recovery process.
- 3.8 We encourage tenants to speak to their Income Officer at an early stage if they are experiencing difficulties with paying their rent.

Taking court action

- 3.9 We will take tenants to court to ensure that they pay us arrears that are owed after reasonable attempts have been made to engage with the tenant to settle the debt. This is a serious step and will result in the tenant having to pay for court costs. If bailiffs are involved, their costs will have to be paid by the tenant as well.
- 3.10 We will follow the steps laid out by the Civil Justice Commission's Pre-Action Protocol when court action is being taken.

How we can help

- 3.11 We understand that times can sometimes be difficult. This makes it more important that payment of rent is prioritised by tenants. Once rent arrears start to build, they can become difficult to repay.
- 3.12 We are willing to help tenants who are in arrears. It is essential that we contact the tenant as early as possible and that the tenants speak to us as soon as they are in difficulties.
- 3.13 We can signpost tenants to Citizen's Advice ~~Bureau~~. This is very important when tenants are trying to pay multiple debts.

-
- 3.14 We expect arrears to be paid in full but will on a case by case basis come to an arrangement with tenants to repay arrears.
- 3.15 There are many ways we can offer support. This includes advice on employment and training.
- 3.16 We will offer multiple options for tenants to pay their rent such as:
- Direct Debit
 - Online payments
 - Internet banking payments
 - Telephone payments
 - Standing order
 - Pay Point (Used when making payments in newsagents, garages, etc)
 - Council employees can pay through salary
 - Cheque
- 3.17 Direct Debit is the council's preferred method of payment.

Early Contact

- 3.18 We will contact tenants as soon as their rent account falls into arrears. We expect that tenants will work with us to sort out the debt. We expect that tenants will put things right at this early stage.

Low level or static debt

- 3.19 We take even small arrears seriously.
- 3.20 We will take firm action on low level debt. This is to protect our income and to protect the tenant falling into further arrears and financial difficulties.
- 3.21 This may also apply to small debts which may have been sitting on the rent account for a long time (static debt), even when they are not increasing.
- 3.22 We may serve notice and take legal action to recover money we are owed, where it is cost effective to do so.

Benefits

- 3.23 We know that benefit payment problems can lead to arrears. It is important that tenants talk to us straight away if this is the case.
- 3.24 We may not start court proceedings where arrears are because of an outstanding benefit claim. This is only where a tenant can evidence that they have a genuine chance of getting benefits and has provided all the information required.
- 3.25 We expect tenants to be paying any rent due which is not covered by Housing Benefit.

3.26 Tenants in receipt of Universal credit are expected to make payments to cover the full weekly rental charge where they receive the benefit payments direct to themselves.

3.27 All tenants receiving benefits, are expected to be in advance with their rent payments, in the same way as tenants do not receive any benefits.

Vulnerable tenants

3.28 There is no standard definition of what is meant by the term 'vulnerable'. We will try to identify potential vulnerabilities as early as possible to enable us to offer the right support. Examples may include tenants with disability, drug or alcohol dependencies, mental health or elderly.

3.29 We will work in partnership with tenants, voluntary organisations and other support providers to offer extra support and guidance. We can signpost to agencies that offer support that is tailored to tenants' circumstances.

3.30 Equality Impact Assessments will be carried out to identify support needs through the arrears recovery process and services tailored to meet the needs of individuals where appropriate.

3.31 While we accept that vulnerable tenants may need additional support, we still expect rent to be paid on time and arrears repaid quickly.

Joint tenants

3.32 Both tenants are 'jointly and severally' responsible for paying the full rent and for any rent arrears. This means that if one joint tenant does not pay, the other is fully liable.

3.33 This will still be the case where universal credit is only paid to one tenant, or where one joint tenant has left the property.

Staff

3.34 The council will train its staff in procedures to recover rent arrears. Continuous training will be available on legal updates, housing law, welfare benefit/reform updates, equality and diversity, safeguarding and any other relevant topic which will impact on collecting rental income.

3.35 Staff will provide tenants with welfare and housing benefits advice. They will also offer basic debt advice in order to support tenants to sustain their tenancy.

Garages

3.36 If tenants owe more than 4 weeks rent on their council home, where the garage tenancy agreement allows, we will seek to take action to recover their council rented garage. This is due to rent arrears being a priority debt and should take precedent over other rental charges.

3.37 Action to recover the garage will be taken (serving of a Notice to Quit) if the rent arrears on the council home remains outstanding, even if garage rent is up to date.

4 Debt Respite Scheme (Breathing Space)

- 4.1 The Government's new breathing space period will freeze interest, fees, and enforcement for people in problem debt, with further protections for those in mental health crisis treatment
- 4.2 A 60-day breathing space period will see enforcement action from creditors halted and interest frozen for people with problem debt. During this period, individuals will receive professional debt advice to find a long-term solution to their financial difficulties.
- 4.3 Those receiving mental health crisis treatment will receive the same protections until their treatment is complete, in acknowledgement of the clear impact problem debt can have on wellbeing.
- 4.4 All requests for Breathing space will be requested through The Insolvency Service.
- 4.5 When requests are made, we will follow the government guidance.

5 Taking Legal Action: Serving a Notice of Seeking Possession (NOSP)

- 5.1 Notices will be served for arrears where tenant(s) are 28 calendar days/ 4 weeks or more in rent arrears.
- 5.2 We will normally serve the notice by post, but where appropriate we will serve by hand at the tenants' home address.
- 5.3 We can serve notice after a shorter time and reserve the right to do this in exceptional circumstances, e.g. where a tenant fails to make payments towards static or low-level arrears less than 4 weeks rent.
- 5.4 We will still serve a notice even if an arrangement has been made if the arrears remain more than 4 weeks. This is to protect the council's interest in the debt owed.
- 5.5 We may still serve a notice where benefit eligibility has been established, but a tenant is not making payments towards any rent arrears owed.
- 5.6 We may delay serving a notice where the vulnerability of the tenant means that there are significant support issues.

Secure Tenancy (including Flexible Tenancy)

5.7 We will seek possession under Ground(s) 1 of Schedule 2 to the Housing Act 1985 - 'Any rent lawfully due from the tenant has not been paid or the obligation of the tenancy has been broken or not performed'.

5.8 The notice is valid for 12 months from the date it becomes 'live', unless the tenant clears the arrears before it become live.

A notice will be re-issued after the 12 months lapse if the arrears remain, and no court action has been taken [even if the arrears are reducing to protect the interest of the council](#).

Notice to Quit (NTQ) – Non-Secure Tenancy and Licensees (temporary accommodation)

5.9 We will serve a Notice to Quit where a licensee has up to 28 days or more in arrears and has not responded to our efforts to make contact or has broken their agreement to repay arrears. We will ensure its use is proportionate.

6 Court Action

6.1 We will apply to court for a possession order where:

- The tenant has refused to get in contact with us.
- The tenant has not come to an agreement with us.
- The tenant has come to an agreement with us but has not kept to it.
- Arrears are not reducing.

We will apply to court for a possession order once the notice has expired and will notify the tenant before applying to court. We will take into account the personal circumstances of the tenant before applying to court.

Adjournments

6.2 We may adjourn a case on terms if we can make an agreement with the tenant before any court hearing and the agreement is made and maintained prior to the court hearing.

6.3 Under the Housing Acts 1985 there is a duty on the court to impose some form of payment on the tenant on making an adjournment, save where it would be unreasonable. We will always ask for repayment terms when agreeing to any adjournment.

Court orders

6.4 We will consider the tenant's circumstances when deciding to seek a possession order, including:

-
- Ability to repay the debt.
 - Their benefit situation.
 - Their payment history.

6.5 We will usually seek either a Suspended Possession Order (SPO) or an Outright Possession Order (OPO) from the court.

6.6 A money judgement will always be sought with any possession order, in addition to an order for costs incurred.

Alternative payment orders

6.7 Alternative ways of seeking payments may be used. However, we will not use distraint / seizure of goods.

Attachment of earnings

6.8 The tenant's employer may be empowered to make regular deductions from the tenant's earnings and pay them directly into their rent account.

Insolvency Arrangements – Bankruptcy, Individual Voluntary Arrangements (IVA) and Debt Relief Orders (DRO)

6.9 Where a tenant has an insolvency arrangement, they remain liable to pay current rent as usual.

6.10 We do not have to write off rent arrears where bankruptcy has occurred. We may deal with repayment of rent arrears in line with this policy and follow standard procedures for recovery action where arrangements are not kept to.

6.11 The main feature of a DRO is a ban (called a moratorium) which prevents creditors pursuing debts for a period of 12 months. Tenants with a DRO are still liable to pay current rent, and any rent arrears incurred after the DRO has been made are not covered by the moratorium. We will deal with repayment of these arrears in line with this policy.

Eviction

6.12 The council will only seek to evict as a last resort.

6.13 No eviction can take place without both Team Leader and Manager approval. This is something we take very seriously. We will only carry out an eviction where a county court bailiff is present, and we will work with the bailiff to ensure that it is done as sensitively as possible.

6.14 We will send written notification of the date of the eviction to both the tenant and the council's housing needs team.

6.15 We will advise all tenants to seek independent legal advice following our approval for officers to apply for an eviction.

7 Joint Working

7.1 Officers will work closely with internal and external partners to ensure that cases are being dealt with in a prompt and efficient manner, so that the rent account is maintained, and payments are being made in a timely manner.

7.2 Partnership arrangements will be adopted where possible to ensure a comprehensive support service is in place for tenants in arrears or experiencing financial difficulties.

8 Loss of Rights for Tenants in Arrears

8.1 Tenants in arrears will not usually be allowed to move home via the transfer list. (See the council's Allocations Policy).

8.2 Tenants in arrears may not be able to carry out tenancy changes such as mutual exchanges and creating joint or sole tenancies, etc. until the arrears are cleared.

8.3 If a tenant is in arrears, any compensation or redress payments will be offset against their arrears with any remaining money due payable to the tenant.

9 Contacting the Income Team

9.1 Tenants can contact us in a number of ways, including by phone, email, online, in person or by letter.

9.2 Tenants can also check their rent account online through the council website.

10 Review of Decision and Complaints

10.1 Any tenant who is not satisfied with the manner in which the council or its contractor(s) has dealt with the service they have received regarding the Income Management Service has the right to have their case investigated.

10.2 The tenant should follow the council's complaint procedure if they wish to make a complaint.

11 Monitoring

11.1 We are committed to operating a successful rent collection service.

11.2 Officers will monitor arrears cases every week, identify the source of arrears and take action as appropriate and in accordance with the Rent Arrears Recovery Procedure.

11.3 The Team Leader will monitor performance weekly, reviewing targets and actions regularly to ensure compliance with policy and procedures and that there is a consistent approach to arrears recovery.

11.4 We will regularly review our policy, procedures and correspondence.

12 Data Protection

12.1 Council staff will adhere to the principles of the Data Protection Act 2018 when discussing or sharing tenant's information with external agencies.

12.2 When sending documents electronically by email which contain confidential information the documents will be encrypted to protect the content and information.

12.3 Regular updates and training will be given to ensure staff are fully aware of their responsibilities relating to data protection.

13 Equality and Diversity

13.1 The council will treat all customers and staff with fairness and respect. We value diversity and work to promote equality and tackle unlawful discrimination.

13.2 We are committed to helping customers to access information about their homes and services in a way that suits individual needs.

13.3 We will meet the requirements relating to equality and diversity laid down in the Equality Act 2010 by working to:

- Eliminate discrimination, harassment and victimisation
- Advance equality of opportunity and
- Foster good relations between all of our residents, service users and staff.

13.4 The council is committed to welcoming and valuing diversity, promoting equality of opportunity and tackling unlawful discrimination. We will not discriminate against staff, customers or others based on their sex, sexual orientation, marital status, pregnancy and maternity, gender reassignment, race, religion, belief, disability or age (collectively referred to as protected characteristics in the Equality Act 2010).

13.5 The council aims to provide homes and services that meet the diverse needs of customers. We believe that all customers should be able to access housing, support and care services with the same ease and that the quality of our service is the same high standard for all.

Related Documents

Document	Link
Connected Policies:	Equality and Diversity Policy Allocations Policy Tenancy Policy Mutual exchange Policy
Forms and Letters:	N/A
Leaflets:	Rent Arrears – Tenants Guide Ways to Pay your rent

Version history

Version no.	2	Date effective:	September 2021
Full / partial review?	partial review		
Brief summary of changes:	To include the adoption of new breathing space legislation.		
Staff consultation (teams):	Housing and Communities, Income and Home Ownership		
Resident consultation:	Tenants Panel		
Approved By Cabinet / Council:	30 th September 2021		
Author:	Kathy Robertson/Simon Kiff – Income Team Leader / Income and Home Ownership Manager		
<u>Version no.</u>	<u>3</u>	<u>Date effective:</u>	March <u>2025</u>
<u>Full / partial review?</u>	<u>Full review</u>		
<u>Brief summary of changes:</u>	<u>Adding Human Rights act 1998 to statute</u>		
<u>Staff consultation (teams):</u>	<u>Income and Home Ownership</u> Team		
<u>Resident consultation:</u>	n/a		
<u>Approved By Cabinet / Council:</u>	March 2025		
<u>Author:</u>	<u>Ertan Djemal/Simon Kiff – Income Team Leader / Income and Home Ownership Manager</u>		

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WELWYN HATFIELD BOROUGH COUNCIL
CABINET HOUSING PANEL – 19th FEBRUARY 2025
REPORT OF ASSISTANT DIRECTOR (FINANCE)

FORMER TENANT ARREARS POLICY

1 Executive Summary

- 1.1 This report recommends the approval and adoption of the Former Tenant Arrears Policy set out in Appendix A after a review has been carried out.
- 1.2 The aim of this Policy sets out the council's approach to recovering former tenant arrears on both council (housing) tenancy and garage rent accounts.
- 1.3 It is important to effectively recover former tenant debts to ensure that the council is maximising income to continue to deliver services.
- 1.4 The Tenants Panel have already been consulted and provided comments which have been incorporated into the original policy.
- 1.5 Write-offs will be managed effectively, only being proposed for write-off once all avenues for tracing and collecting have been exhausted.

2 Recommendation(s)

- 2.1 That members recommend the changes to Cabinet for the Former Tenant Arrears (FTA) Policy (as set out at Appendix A). If agreed by the panel unanimously the Policy will be approved instead by Executive Member Decision.

3 Explanation

- 3.1 This policy applies to all tenants who have had a Secure Tenancy, Flexible Tenancy or Non-secure Tenancy with Welwyn Hatfield Borough Council.
- 3.2 This policy does not apply to leaseholders.
- 3.3 We are focused on preventing FTA. While a tenant is living in their home, we will work with them to try and prevent them falling into arrears wherever possible. This will include providing debt, benefit or general money advice or signposting where necessary. This is in line with the new proposed Rent Arrears Policy.
- 3.4 FTA refers to rent arrears left by a tenant whose tenancy has ended and they no longer live in their home. This policy applies to all former tenant accounts including rent arrears, court cost, garage rent arrears, non-secure arrears, rechargeable arrears and use and occupation charges.

- 3.5 Maximising our income enables the council to meet its financial obligations and continue to invest in improving services to tenants.
- 3.6 Following initial actions to recover the debt by the FTA and Sundry Debt Officer, where efforts have proven unsuccessful, we will use a debt collection agency to support the effective tracing of tenants and collection of former tenant debts.
- 3.7 Offering a percentage discount off the total debt payable is a useful tool and good practice to encourage former tenants to clear debts quickly. Discounts of up to 25% can be offered, with higher discounts above 25% approved by the Assistant Director (Finance), or in accordance with limits within Financial Regulations where appropriate.
- 3.8 Clear write-off authorisation amounts are set out in the policy and are in line with the council's Financial Regulations.
- 3.9 Where a credit is left on a former tenant account, we will be proactive in trying to locate the former tenant and repay any money owed to them.

4 Legal Implication(s)

- 4.1 All reasonable attempts should be made with the debtor to settle the debt prior to commencing legal proceedings. The requirements for the Pre-Action Protocol for Debt Claims came into force on 1 October 2017 and applies to public bodies.
- 4.2 The appropriateness of legal action will be considered where the address of the former tenant is known. The costs of court action will need to be balanced against amounts to be recovered.
- 4.3 We will consider the most appropriate course of legal actions to recover any money due, except warrant of control of goods.
- 4.4 Legal action will only be taken where we have taken reasonable action to collect the debt, but have been unsuccessful and we feel court action will be effective.
- 4.5 When a Money Claim Online is made, any legal fees incurred by the council will be added to the former Tenants arrears.

5 Financial Implication(s)

- 5.1 Debt levels, write-offs and collection performance will be monitored on a monthly basis to ensure delivery of value for money.
- 5.2 Commission of 18% is payable to the council's partner debt collection agency. Any commission costs incurred will be covered from existing budgets.

6 Risk Management Implications

- 6.1 The Former Tenant Arrears Policy provides clarity on how we collect FTA Debt.

6.2 The policy ensures that the council is not incurring either a reputational or legal risk from not having a clear, up to date policy.

7 Security and Terrorism Implication(s)

7.1 There are no implications arising from this policy.

8 Procurement Implication(s)

8.1 There is a service level agreement in place with a debt collection agency.

8.2 Any review or tender and procurement of a new supplier will be compliant with the council's Contract Procedure Rules.

9 Climate Change Implication(s)

9.1 There are no implications arising from this policy.

10 Human Resources Implication(s)

10.1 There are no implications arising from this policy.

11 Health and Wellbeing Implication(s)

11.1 There are no implications arising from this policy.

12 Communication and Engagement Implication(s)

12.1 There are no implications arising from this policy.

13 Link to Corporate Priorities

13.1 The subject of this report is linked to two of the five Council Corporate Priorities:

- 1) Homes to be proud of
- 2) Run an effective council

14 Equality and Diversity

14.1 This was carried out when the original policy was agreed

Name of author	Simon Kiff 2067
Job Title	Income and Home Ownership Manager
Date	31/01/2025

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Version

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APPENDIX A



Welwyn Hatfield Borough Council

Former Tenant Arrears Policy

Scope:	This policy applies to all former council tenants of Welwyn Hatfield Borough Council.
Effective Date:	March 2025
Review Date:	March 2028
Approved:	Cabinet March 2025
Author:	Income and Home Ownership Manager
Policy Owned by:	Income and Home Ownership
Statute	Housing Act 1988 Equality Act 2010 Data Protection Act 2018 Welfare Reform Act 2012 Debt Respite Scheme (Breathing Space) guidance Human Rights Act 1998
National Standards	N/A

Former Tenant Arrears

1 Scope

- 1.1 This policy applies to all tenants who have or have had a Secure Tenancy, Flexible Tenancy or Non-Secure Tenancy with Welwyn Hatfield Borough Council (the council).

2 Statement

- 2.1 Former Tenant Arrears (FTA) refers to rent arrears left by a tenant whose tenancy has ended and they no longer live in their home. It applies to all former tenant accounts including rent arrears, court cost, garage rent arrears, non-secure arrears, rechargeable arrears and use and occupation charges.
- 2.2 Collection of FTA is important to the council. Any debts owed to the council greatly reduce the level of service we can provide to our tenants. We will be proactive in collecting Former Tenant Arrears (FTA), using a range of methods in a flexible, but fair and consistent way. We will use the methods which are considered to be the most effective on a case-by-case basis and that deliver value for money.

3 Policy

Prevention of Former Tenant Arrears

- 3.1 The council is focused on preventing FTA. While the tenant is living in the home we will work with them to try and prevent them falling into arrears wherever possible, managed in line with the council's Rent Arrears Policy. This will include providing debt, benefit or general money advice where possible. We will also signpost to relevant agencies that can advise the tenant if we are unable to do so.

Contacting Former Tenants and Tracing

- 3.2 The Sundry Debt and Arrears officer is responsible for collecting FTA.
- 3.3 We understand the importance of acting promptly to increase collection of FTA. The relevant officer will identify FTA at an early stage and contact the former tenant. We will contact former tenants using a variety of methods.
- 3.4 Where we have no up to date contact details on the former tenant or we need more information we will use tracing to try and locate the former tenant. Tracing is the method of finding a person's contact details.

4 Former Tenant Debt Collection

- 4.1 The council understands that each case of FTA is different and the same collection methods will not be suitable for all cases. The officer will consider on a case-by-case

basis what collection method(s) would be the most effective and the best value for money.

- 4.2 We have a flexible approach to collection and the officer should regularly review the case to see if using different collection methods may be more successful.

Debt Collection Agency (DCA)

- 4.3 The council will use a DCA when we have been unsuccessful in collection or tracing the former Resident. The DCA will return the case after 3 months if no arrangement has been made.
- 4.4 If the case is returned by the DCA due to unsuccessful trace, ~~we will continue to do inhouse tracing for the next year. If unsuccessful the~~ debt ~~will to~~ be written off.
- 4.5 If returned by the DCA due to being unsuccessful in collecting the debt a write off will be completed.
- 4.6 Where appropriate we will use in house tracing process using a compliant third-party service.

Court Action

- 4.7 We will begin court action where we have taken reasonable action to collect the debt, but this has been unsuccessful and we feel court action will be effective. We will always inform the former tenant of our intention before beginning court action.
- 4.8 We do not condone or employ the use of seizure of goods / distraint as a tool for collecting former tenant arrears, either directly, or via any employed agent.

5 Repayment Arrangements

- 5.1 We understand that sometimes it is not possible for the former tenant to pay the full FTA immediately. In such cases we will agree to a repayment plan. The aim is for the former tenant to pay the arrears as quickly as they can, but the officer should ensure any repayment plan is affordable for the former tenant.
- 5.2 When agreeing the repayment plan with the former tenant, the officer will consider the former tenant's financial circumstances and what they can afford to pay. An income and expenditure sheet (budget assessment) will be completed with the former tenant for all repayment arrangements.
- 5.3 If a tenant with rent arrears is transferred to another council property on management grounds, for example, serious anti-social behaviour or domestic violence, terms to clear the former tenant debt should be agreed and confirmed before the move takes place and included in the new property tenancy agreement.

Missed payments

- 5.4 Where a repayment plan is in place but a payment is missed, we will contact the former tenant within seven days to ask them to immediately make the missed

payment. If they are unable to do so then any repayment plan and/or discount may be removed and collection may immediately begin for the full amount.

Discounts

- 5.5 The officer may offer a discount of up to 25% to help the former tenant clear their debt quickly and as one lump sum. A discount is only offered for debts over £200 and once a budget assessment has been completed.
- 5.6 The amount of discount and the number of instalments offered must be authorised by an officer's line manager.
- 5.7 In exceptional circumstances, discounts of more than 25% may be offered where the decision has been authorised by the [Head of Housing Operations-Assistant Director \(Finance\)](#).
- 5.8 Total discounted debt is to be cleared within three months of the confirmed written agreed discount.
- 5.9 The total amount of discounted debt which remains outstanding after the agreed debt amount has been cleared will be written off following the write-off approval process in section 6.

6 When to Write-Off Debts - in line with Financial Regulations

- 6.1 Every effort will be made to recover debts. Action to trace the former tenant and recover the debt will be taken before giving consideration to be recommended for write-off.

6.2 Writing off of debts will be approved in line with the council's Financial Regulations within the Councils constitution, which are set out below.

6-26.3 The Councils Section 151 Officer has determined delegation of approval for write offs up to £5,000

Debts under £50

6-36.4 When the debt is under £50 the ~~FT~~former tenant arrears will be approved for write-off by the ~~officer's line manager~~Income and Home Ownership Manager as it is deemed as uneconomical to pursue / collect.

Debts between £50 and over £50£5,000

6.5 When the debt between £50 and £2,500 the former tenant arrears will be reviewed and approved for write-off by the Income and Home Ownership Manager in line circumstances for write-offs shown overleaf.

6.6 When the debt between £2,500 and £5,000 the former tenant arrears will be reviewed and approved for write-off by the Assistant Director (Finance) in line circumstances for write-offs shown overleaf.

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Authorisation limits for the writing off of debt will be as follows, with write-offs over £10,000 requested on the advice of the Section 151 officer.

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Value	Authorised by
Amounts under £5,000	Individual officers and limits determined, where specific procedures are in place for categories of debt, which have been approved by the Section 151 Officer.
Amounts under £10,000	Section 151 Officer in consultation with Executive Member for Resources
£10,000 to £49,999	Executive Member for Resources
£50,000 and above	Cabinet
Any Value which will cause a deficit in the General Fund or Housing Revenue Account	Council

Circumstance for Write-Offs

Circumstance for Write-Offs

Circumstances of Debt	Debt £50.00 - £199.99	Debt £200 and above
<u>Tenant dies with no successor or, Tenant moved into residential care.</u>	<u>Write off if there has been no response from executor/debtor within 28 days of sending a letter, or if there are insufficient funds to pay.</u>	<u>Write off if there has been no response from executor/debtor to two letters within 56 days, or there are insufficient funds.</u>
<u>Tenant has left property for any other reason</u>	<u>Contact former tenant and/or Next of Kin (NOK) if we have their details. If not then carry out in-house tracing. If tracing is successful then start collection. If tracing is unsuccessful case will be forwarded to DCA for Trace and collect. If DCA unable to contact for 3 months debt to be returned and written off.</u>	<u>Where in-house tracing has been unsuccessful, refer to external Debt Collection Agency (DCA). The contractor in all cases where no arrangement has been made within 3 months from date of receipt of the case from the Council shall return the case to the Council. If returned due to no forwarding address found then we will carry out in-house tracing every 13 weeks. Where there has been no success after one year, FTA will be written off.</u>

Extra information for evicted tenants

We are aware that if the former tenant has been evicted and has not already re-paid the FTA after receiving a Court order then it may be difficult to recover the FTA. However, often former tenants' circumstances change and they may become in a position to repay their FTA when previously they were not. The officer will carry out in-house tracing to check the former tenant's circumstances and then begin collection action as appropriate.

6.5

Circumstances of Debt	Debt £50.00 - £199.99	Debt £200 and above
Tenant dies with no successor or, Tenant moved into residential care.	Write off if there has been no response from executor/debtor within 28 days of sending a letter, or if there are insufficient funds to pay.	Write off if there has been no response from executor/debtor to two letters within 56 days, or there are insufficient funds.
Tenant has left property for any other reason	Contact former tenant and/or Next of Kin (NOK) if we have their details. If not then carry out in-house tracing. If tracing is successful then start collection. If tracing is unsuccessful case will be forwarded to DCA for Trace and collect. If DCA unable to contact for 3 months debt to be returned and written off.	Where in-house tracing has been unsuccessful, refer to external Debt Collection Agency (DCA). The contractor in all cases where no arrangement has been made within 3 months from date of receipt of the case from the Council shall return the case to the Council. If returned due to no forwarding address found then we will carry out in-house tracing every 13 weeks. Where there has been no success after one year, FTA will be written off.
Extra information for evicted tenants	We are aware that if the former tenant has been evicted and has not already re-paid the FTA after receiving a Court order then it may be difficult to recover the FTA. However, often former tenants' circumstances change and they may become in a position to repay their FTA when previously they were not. The officer will carry out in-house tracing to check the former tenant's circumstances and then begin collection action as appropriate.	

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6.66.7

s over six years old, no legal action has been taken and there has been no payment with the debtor within a six year period.

6.76.8 If a former tenant approaches us for re-housing at any time, we will reinstate any FTA previously written off, unless the debt has been written off as statute barred.

7 Disputes

- 7.1 The council will seek to resolve any disputes about the amount of FTA owed in a prompt and fair manner.
- 7.2 When disputing the amount of FTA owed, it is the former tenant's responsibility to provide evidence to support their claim, such as receipts proving the rent they have paid.

8 Former Tenant Credits

- 8.1 For up to six years after a tenant leaves their property with any size of credit on their rent account we will make regular attempts to try and return this to the former tenant or Next of Kin (NOK). *After six years we will not proactively attempt to return this, but if a former tenant or NOK contacts us and requests repayment of this amount, we will*

~~re-pay this amount in full (minus any other money owed to us, e.g., for rechargeable repairs).~~

- 8.2 If despite our attempts the FTC is unclaimed after 6 years, the time limit for suing the council for this sum will have expired and the council will 'write-on' these amounts back into our budgets.

9 Debt Respite Scheme (Breathing Space)

- 9.1 The Government's new 'Breathing Space' period will freeze interest, fees and enforcement for people in problem debt, with further protections for those in mental health crisis treatment.
- 9.2 A 60-day breathing space period will see enforcement action from creditors halted and interest frozen for people with problem debt. During this period, individuals will receive professional debt advice to find a long-term solution to their financial difficulties.
- 9.3 Those receiving mental health crisis treatment will receive the same protections until their treatment is complete, in acknowledgement of the clear impact problem debt can have on wellbeing.
- 9.4 All requests for Breathing Space will be requested through The Insolvency Service.
- 9.5 When requests are made, we will follow the government guidance.

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10 Contacting the Income Team

- 10.1 Tenants can contact us in a number of ways, including by phone, email, online, in person or by letter.
- 10.2 The council's service standards set out the time frame of when customers will receive a response.

11 Review of Decision and Complaints

- 11.1 Any tenant who is not satisfied with the manner in which the council or its contractor(s) has dealt with the service they have received regarding the income management service has the right to have their case investigated.
- 11.2 The tenant should follow the council's complaint procedure if they wish to make a complaint.

12 Monitoring

- 12.1 We are committed to operating a successful FTA collection service.
- 12.2 Officers will monitor FTA accounts every month and take action as appropriate and in accordance with the FTA Recovery Procedure.

12.3 The Team Leader will monitor performance weekly, reviewing targets and actions regularly to ensure compliance with policy and procedures and that there is a consistent approach to arrears recovery.

12.4 We will regularly review our policy, procedures and correspondence.

13 Data Protection

13.1 Council staff will adhere to the principles of the Data Protection Act 2018 when discussing or sharing tenant's information with external agencies.

13.2 When sending documents by electronically by email which contain confidential information the documents will be encrypted to protect the content and information.

13.3 Regular updates and training will be given to ensure staff are fully aware of their responsibilities relating to data protection.

14 Equality and Diversity

14.1 The council will treat all customers and staff with fairness and respect. We value diversity and work to promote equality and tackle unlawful discrimination.

14.2 We are committed to helping customers to access information about their homes and services in a way that suits individual needs.

14.3 We will meet the requirements relating to equality and diversity laid down in the Equality Act 2010 by working to:

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- Foster good relations between all of our residents, service users and staff.

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14.6 The council aims to provide homes and services that meet the diverse needs of customers. We believe that all customers should be able to access housing, support and care services with the same ease and that the quality of our service is the same high standard for all.

Related Documents

Document	Link
Connected Policies:	Equality and Diversity Policy Complaints Policy Rent Arrears Policy
Forms and Letters:	Income and Expenditure Sheet , Agreement to Pay form , Write off/on form , insufficient funds form , FTA recovery 1 letter , FTA recovery 2 letter , FTA NOK 1 letter , FTA NOK 2 letter , FTA residential care 1 letter , FTA residential care 2 letter , FTA Before Court action letter , FTA DCA recovery letter , Missing Re-Payment Arrangement letter , FTA in credit 1 letter , FTA in credit 2 letter
Leaflets:	N/A
Other:	Debt Respite Scheme (Breathing Space) guidance Council's Financial Regulation

Version history

Version no.	1	Date effective:	January 2019
Full / partial review?	New Policy		
Brief summary of changes:	New Policy		
Staff consultation (teams):	Housing and Communities, Income and Home Ownership		
Resident consultation:	Tenants Panel		
Approved By Cabinet / Council:	January 2019		
Author:	Simon Kiff – Income and Home Ownership Manager		

Version no.	2	Date effective:	April 2021
Full / partial review?	Partial Review		
Brief summary of changes:	Alignment of write-off approvals to councils Financial Regulations and adoption of the new 'Breathing Space' guidance.		
Staff consultation (teams):	Housing and Communities, Income and Home Ownership		
Resident consultation:	n/a		
Approved By Cabinet / Council:	April 2021		
Author:	Simon Kiff – Income and Home Ownership Manager		

Version no.	3	Date effective:	March 2025
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<u>Full / partial review?</u>	Full review
<u>Brief summary of changes:</u>	<u>Adding Human rights act 1998 to statute 4.4 Removal of additional checks once returned from DCA, 5.7 due to change of structure, change from Head of operations to assistant director, 8.1 removal of writing credit back onto account is removed after 6 years (statute barred)</u>
<u>Staff consultation (teams):</u>	Income and Home Ownership
<u>Resident consultation:</u>	n/a
<u>Approved By Cabinet / Council:</u>	March 2025
<u>Author:</u>	Simon Kiff – Income and Home Ownership Manager

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