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Contact:democracy@welhat.gov.uk

* Reporting to Cabinet

11 March 2025

You are requested to attend a meeting of the WELWYN HATFIELD BOROUGH COUNCIL CABINET HOUSING PANEL to be held on Wednesday 19 March 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 19 February 2025 (previously circulated).

3. **NOTIFICATION OF URGENT BUSINESS TO BE CONSIDERED UNDER ITEM 14**

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. **REPAIRS AND MAINTENANCE POLICY** (Pages 5 - 46)

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

7. **AWAAB'S LAW - DAMP AND MOULD AND OTHER HAZARDS IN HOUSING**
(Pages 47 - 50)

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

8. DAMP AND MOULD POLICY REVISION (Pages 51 - 66)

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

9. REVISION OF THE DOMESTIC ABUSE POLICY (Pages 67 - 86)

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

10. MUTUAL EXCHANGE POLICY REVISION (Pages 87 - 108)

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

11. DECANT POLICY (Pages 109 - 150)

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

12. AIDS AND ADAPTATIONS POLICY (Pages 151 - 176)

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

13. HOMELESSNESS AND ROUGH SLEEPING STRATEGY 2025 - 2029 (Pages 177 - 196)

Report of the Executive Director (Place)

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

15. 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 16 (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

16. ANY OTHER BUSINESS OF AN EXEMPT NATURE AT THE DISCRETION OF THE CHAIRMAN

Circulation: Councillors M.Birleson L.Chesterman
J.Cragg J.Otumunye
R.Lass A.Nix
T.Rowse (Vice-Chairman) S.Khan
R.Trigg P.Zukowskyj
J.Weston M.Hobbs (Chair)

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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Part I

Main author: Elliott Manzie

Executive Member: Cllr Gemma Moore

All Wards

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

REPAIRS AND MAINTENANCE POLICY

1 Executive Summary

- 1.1 This report recommends the approval of the revised Repairs and Maintenance Policy, formally known as the Responsive Repairs Policy, as set out in Appendix A.
- 1.2 The aim of the policy is to set out the council's approach to repairs and maintenance for its housing stock and provide clear expectations to residents.
- 1.3 The policy sets out the position of all standard repairs and maintenance including planned improvement and cyclical maintenance. The areas that are not covered in this policy are damp and mould, aids and adaptations and all compliance areas as these are all covered under their own policies.
- 1.4 The Tenants Panel are to be consulted on this Policy.
- 1.5 The review of this policy includes major amendments as set out in the report.

2 Recommendation

- 2.1 For Cabinet Housing Panel to recommend the Repairs and Maintenance Policy (Appendix A) to Cabinet for approval.

3. Explanation

- 3.1 The Responsive Repairs Policy review found that the policy only covered basic areas of repairs, mostly relating to rechargeable repairs.
- 3.2 The changes made to the policy aim to give residents fuller information in relation to standard repairs and maintenance which includes:
 - The responsibilities of the council, tenants and leaseholders
 - Right to buy properties
 - How to report repairs, repair categories and timescales
 - Appointment times offered and out of hours repairs
 - Void works, cyclical maintenance and planned improvement works
 - Allowing access for inspections and works
 - Decanting tenants and properties beyond economic repair
 - The service standards for repairs and maintenance

- 3.3 The review of the policy has also updated the information in relation to rechargeable repairs including a price list for both repairs and void works.
- 3.4 Legal and regulatory information has also been added to the policy
- 4. Legal Implications**
- 4.1 As a social housing landlord, we have duties under Social Housing (Regulation) Act 2023, Homes (Fitness for Human Habitation) Act 2018, Landlord and Tenant Act 1985, Decent Homes Standard, commonhold and Leasehold Reform Act 2002, Defective Premises Act 1972 and the Right to Repair Regulations.
- 4.2 The Regulatory Standards set out by the Regulator of Social Housing also sets out requirements for a repairs and maintenance service. In particular the Safety and Quality Standard requires that landlords:
- provide an effective, efficient and timely repairs, maintenance and planned improvements service
 - enable repairs and maintenance issues to be reported easily
 - must set timescales for the completion of repairs, maintenance and planned improvements, clearly communicate them to tenants and take appropriate steps to deliver to them.
 - must keep tenants informed about repairs, maintenance and planned improvements to their homes with clear and timely communication.
- 5. Financial Implications**
- 5.1 There are no known new financial implications as a result of this report at this time.
- 6. Risk Management Implications**
- 6.1 It is important to make sure that the process and policies are in place to ensure compliance with the legislation and regulations set out in section 4. Failure to do so could result in harm to tenants, legal action and reputational damage to the council.
- 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 new procurement implications arising from this report at this time.
- 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 Effective management of repairs and maintenance in our housing stock contributes positively towards the safety, health and wellbeing of our residents.

12. Communication and Engagement Implications

12.1 There are no direct implications from this report at this time.

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 been carried out in connection with the proposals that are set out in this report (Appendix B).

Name of author(s):	Elliott Manzie
Title(s)	Service Manager (Housing Repairs and Building Safety)
Date	25 February 2025

Appendices:

Appendix A – Repairs and Maintenance Policy
Appendix B - EqIA

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DOCUMENT INFORMATION

Approval Document: Repairs and Maintenance Policy

Section:

	<i>Name</i>	<i>Job Title</i>	<i>Date</i>
Prepared by:	Elliott Manzie	Service Manager Housing Repairs and Building Safety	March 2025
Consultation:			
Approval:			
Review Date:	March 2028		
Version:	3.0		

Amendment and Revision record

<i>Version Number</i>	<i>Key changes</i>	<i>Date</i>
V1.0	New Policy	Nov 14
V2.0	Review of Policy	Jun 21
V3.0	New Policy	March 25

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1 Introduction

Welwyn Hatfield Borough Council is committed to delivering a high quality, modern and effective repairs and maintenance service that ensures its homes are comfortable, well maintained and safe for people to live in.

This policy sets out the activities and responsibilities involved in our repairs and maintenance service in accordance with legislation and regulation and to meet the demands and expectations of our customers.

2 Purpose of this Policy

- To ensure that we provide homes that are safe and in a good state of repair for our tenants and leaseholders
- To ensure that, when tenants or leaseholders report a repair or receive a repairs and maintenance service from us, they are treated in a consistent manner and with empathy and respect
- To provide clear information about the services provided and the responsibilities of the Council, its tenants and leaseholders
- To provide an efficient, prompt and cost-effective repairs and maintenance service
- To comply with the statutory requirements, legislation and good practice relating to repairs and maintenance.
- To improve customer understanding and satisfaction with the repairs and maintenance service provided.

3 Scope of Policy

This policy identifies how Welwyn Hatfield Borough Council, through its repairs and maintenance service will maintain its properties in good and safe condition.

This will cover:

- All Welwyn Hatfield Borough Council owned properties and their communal areas
- All leasehold properties within Welwyn Hatfield Borough Council owned blocks, where the structure and exterior and any common areas or items are the Council's responsibility to maintain
- The different types of repairs, maintenance and improvement works carried out
- Identifying both Welwyn Hatfield Borough Council's and its tenants' and leaseholders' responsibilities for repairs and maintenance

4 Types of Repair and Maintenance Works

4.1 Responsive Repairs

Responsive or day to day repairs are those carried out when components fail and they cannot wait to be carried out under a cyclical, planned or improvement programme. These works typically include repairs to plumbing and sanitary equipment, door and window fittings, and heating and electrical installations.

4.2 Cyclical maintenance

Cyclical works are undertaken on regular planned cycles for servicing, inspection and testing of equipment, often as required by legislation or regulations.

4.3 Planned Maintenance Works

Planned maintenance programmes aim to achieve economies by replacing components just before they would otherwise require responsive repairs, anticipating changes in minimum acceptable standards and thus reducing future requirements for cyclical or planned work.

5 Funding of the repairs and maintenance service

The costs of undertaking and managing the repairs and maintenance activities of the Council housing stock are accounted for within the Housing Revenue Account. The cost of repairs and maintenance is funded through the rental income derived from tenants, and the Council is obliged to ensure that there are sufficient funds available to cover the costs of repairs and maintenance to all properties.

The forecast expenditure is included in the 30-year Housing Revenue Account Business Plan which is subject to ongoing review and amendment to take into account any significant changes to the policy and/or operating environment. These amendments may impact the funding available for the Council's repairs and maintenance activities.

6 Legal and regulatory context

There are legislative and regulatory requirements that set out the standards that social housing must be maintained to. These include (but are not limited to):

6.1 Landlord and Tenant Act 1985

Section 11 of this legislation imposes an obligation on landlords to carry out basic repairs, covering the structure and exterior of the property and installations for the supply of water, gas, and electricity, sanitation, space heating, and heating water. There is also an implied covenant to maintain the property in good order.

6.2 *Housing Health and Safety Rating System*

The Housing Health and Safety Rating System (HHSRS) was introduced in 2006 to provide an assessment tool for the 'Minimum Standard for Housing' (Criterion A of the Decent Homes Standard). It is a risk assessment tool designed to identify the risk to occupants in domestic properties.

6.3 *Decent Homes Standard*

The Decent Homes Standard sets expectations for registered providers of social housing to provide tenants with quality accommodation and a cost-effective repairs and maintenance service. According to the standard, for a home to be considered 'decent' it must:

- Meet the current statutory minimum standard for housing
- Be in a reasonable state of repair
- Have reasonably modern facilities and services
- Provide a degree of thermal comfort

The Decent Homes Standard is currently under review and this policy will be revised to take account of any changes introduced as a result of this.

6.4 *Commonhold and Leasehold Reform Act 2002*

This legislation sets out specific requirements relating to the consultation of leaseholders prior to major works being carried out to their properties and long term agreements for repairs or services being entered into where the leaseholder will be required to contribute towards the cost of these services.

6.5 *Homes (Fitness for Human Habitation) Act 2018*

This amended the Landlord and Tenant Act 1985 with the aim of ensuring that all rented accommodation is fit for human habitation. Whilst it did not create new obligations for landlords, it required them to ensure that their properties, including any common parts of the building are fit for human habitation at the beginning of and throughout the tenancy. Where a landlord fails to do this the tenant has the right to take action in court for breach of contract.

6.6 *Defective Premises Act 1972*

Section 4 of this Act places a duty on landlords to take reasonable care to ensure that anyone who might be expected to be affected by defects in a property is reasonably safe from injury or damage to their property resulting from defects.

6.7 Social Housing (Regulation) Act 2023

This legislation, which received Royal Assent in July 2023, builds upon the existing regulatory framework for housing and introduces a proactive rather than a responsive regulatory regime that is underpinned by inspection.

The Safety and Quality Standard covers stock quality, decency, health and safety as well as repairs, maintenance and planned improvements.

6.8 Tenant Satisfaction Measures

As part of the new regulatory regime for housing, providers have been required to collect specified data in relation to their performance from 1 April 2023 known as Tenant Satisfaction Measures.

Of the 22 Tenant Satisfaction Measures, 12 are perception measures that will be informed by an annual tenant satisfaction survey and 10 will be informed from housing provider's own management information.

The measures relevant to repairs and maintenance are:

- Satisfaction with the most recent repair carried out
- Satisfaction with the time taken to complete most recent repair
- Satisfaction that the home is well maintained
- Satisfaction that the home is safe
- Percentage of homes that do not meet the Decent Homes Standard
- Percentage of repairs completed within our own published target timescales
- Percentage of properties that have had all necessary gas safety checks
- Percentage of properties that have had all necessary Fire Risk Assessments
- Percentage of properties in buildings that have had all necessary asbestos management surveys or re inspections
- Percentage of properties that have had all necessary legionella risk assessments
- Percentage of properties in buildings where communal passenger lifts have had all necessary safety checks

Housing providers will have to submit this information annually, commencing from April 2024 with the results being published later in the autumn of each year.

6.9 Right to Repair Regulations

The Council operates within the statutory requirements of the 'Right to Repair Scheme', implemented in accordance with Section 96 of the Housing Act 1985 (as amended). This covers certain small, urgent or routine repairs costing up to £250, which are likely to jeopardise the health or safety of the tenant.

There are also specific regulations that relate to certain repair and maintenance aspects and these include (but are not limited to):

- Gas Safety (Installation and Use) Regulations 2018
- British Standard 7671 (Electrical Installations)
- Control of Asbestos Regulations 2012
- Regulatory Reform (Fire Safety) Order 2005
- Water Supply (Water Fittings) Regulations 2018

6.10 Related Policies

- Equality, Diversity and Inclusion Strategy
- Vulnerable Person and Reasonable Adjustments Policy
- Complaints Policy
- Compensation and Redress Policy
- Resident Involvement Strategy
- Community Engagement Strategy
- Decants Policy
- Damp and Mould Policy

7 Responsibilities for Repairs

The responsibility for repairing and maintaining Council owned properties is shared between the Council and its tenants, based upon legal requirements and the conditions of our standard tenancy agreements. A complete list of responsibilities is outlined in Appendix A, but these can be summarised as follows:

7.1 The Council's responsibilities

Keeping the structure and exterior in good condition. This includes:

- Drains, gutters and external pipes
- The roof
- Foundations, outside walls, outside doors, broken glass caused by fair wear and tear, windowsills, window frames, thresholds
- Internal walls, floors and ceilings
- Chimney and chimney stacks
- Access ways to buildings

All installations for the supply of water, electricity and sanitation facilities, provided we installed these. These include:

- Water pipes and tanks, gas pipes and electric wiring
- Electric sockets and light fittings
- Baths, basins, kitchen and bathroom sinks
- Toilets (but not the toilet seat)
- Water heaters, boilers, fireplaces and radiators

- Equipment for room and space heating
- Wired in smoke alarms and other detectors

Any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair.

All shared areas and items that are our responsibility. This includes such things as communal entrance doors, roofs, guttering, staircases and lifts.

All shared services, such as lighting in the corridors and door entry systems.

Decoration of the outside of our properties, as well as any internal shared areas, as often as is necessary to keep them in good condition.

7.2 Right to Buy Properties

In relation to leasehold properties which have been purchased under the Right to Buy, the Council's responsibilities are detailed in each individual lease. The council will recharge leaseholders a share of costs of maintaining properties. These include:

- foundations, drains, gutters and pipes on the outside of the property;
- roofs and chimney stacks;
- external fixtures, fittings and equipment;
- external walls and balconies;
- shared grounds, gardens and paths;
- shared services and facilities, such as door entry systems

7.3 Tenant responsibilities

Keeping their property and any fixtures and fittings provided by the Council in good repair and condition.

Telling the Council about any repairs that are needed or any damage to their homes as soon as possible.

Telling the Council about any faults that could cause injury or damage to other people or property.

Repairing, renewing or replacing a number of items in the property. Examples include but are not limited to:

- filling minor cracks in internal plasterwork including preparatory work for redecoration.
- replacing lost or broken keys.
- replacing fuses.
- changing light bulbs.
- replacing toilet seats.
- replacing plugs and chains to sanitary ware.

- replacing clothes lines in individual gardens.

Maintaining and repairing any damage caused by the tenant to their own fixtures and fittings and for any repairs needed to their own belongings.

Decorating the inside of the property as often as is necessary to keep it in good condition.

Taking all reasonable steps to heat and ventilate the property using any suitable means provided to prevent condensation and follow any reasonable advice given.

Sweeping any chimney as often as necessary to keep it in good working order. This should be at least once a year if an open fire is used.

Taking all reasonable precautions to prevent frozen and burst pipes in the property.

Installing, repairing and maintaining their own equipment, such as cookers and washing machines, and making sure that these are installed, repaired and serviced by suitably qualified and competent people.

Arranging and paying for the supply of supply of gas, electricity and water to the property. Taking adequate precautions to prevent fire in the property.

Keeping all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.

Not doing anything that causes a blockage to the drains, pipes, gutters or channels in or about the property. Examples include pouring oil or fat down the drains or flushing inappropriate items, such as facial wipes, nappies and sanitary pads, in the toilet.

Using any gas burning appliances or equipment provided in accordance with the manufacturer's instructions, which includes making sure any flues or ventilation are not blocked.

Safe keeping of door keys and fobs, window locks and the provision of additional locks.

Moving furniture and any floor coverings supplied and fitted by the tenant where access is needed for repair, maintenance or improvement works.

7.4 Leaseholder's responsibilities

Leaseholders will normally own and be responsible for everything within the walls of their property, with the exception of pipes and drains that also serve other properties. This means that leaseholders will be responsible for maintaining and repairing:

- individual heating systems and appliances;
- internal doors;
- sanitary fittings, such as toilets, baths and basins;
- plumbing and pipework within the property;
- internal fixtures and fittings;
- internal decoration;

- floor coverings; and floorboards
- non-structural walls;
- ceilings;
- replacing fuses, bulbs and plugs;
- chimney sweeping;
- arranging access if they lock themselves out of the property;
- any damage they cause or is caused by someone else who lives in or visits the property;
- any damage caused by their own fixtures and fittings; and
- any damage to their belongings.
- Flat entrance door
- Carpentry inside their flat
- Electrics inside their flat
- Glass within their windows

Individual lease agreements normally give us the right to enter property to inspect its condition and, except in an emergency, we will give 14 days' notice of this. If repairs are needed that are the leaseholders responsibility, we will ask them to complete them within a set time. If not, we have the right to carry out the necessary works and the leaseholder will then be charged for the cost of us doing this.

Where repair or maintenance work is carried out to building components or services that the Council are responsible for, leaseholders will be required to contribute towards the cost of the works carried out as part of their service charges, subject to the consultation requirements set out on the Commonhold and Leasehold Reform Act 2002 being complied with.

8 Responsive Repairs

Reactive repairs to a property are those that are carried out in response to a tenant's notification of a problem or defect with their home. They tend to arise on a day to day basis and require attention within a short period of time. Examples include repairs to plumbing or sanitary equipment, heating appliances and electrical installations.

Before repair work is undertaken it is allocated to a response category using a set criteria to ensure that the repair is necessary and that the most urgent repairs are undertaken first.

9 Reporting a Repair

It is the tenant's responsibility to report repairs promptly as and when they become needed. This is particularly important if leaving the repair unattended could cause further damage or deterioration to the property or risk of injury to residents or others. Failure to report repairs may be considered neglect of the property and is a breach of the tenancy agreement.

Tenants are able to report repairs in the following ways:

- Telephone on: 0800 111 4484
- By emailing housingmaintenance@welhat.gov.uk

Council officers, support workers or carers can also report repairs using the methods above.

When a tenant wishes to notify us of something that needs repair, the following information should be provided:

- Name of tenant
- Address of the property
- Contact telephone number and email address
- As much information as possible about the repair that is needed
- Days / times when the tenant will be available
- Information on any vulnerabilities or special needs

10 Repair Categories

To help deliver an efficient and cost effective service, repairs will be prioritised according to the nature of the work involved. This means that repairs required as a result of component failure or breakdowns that put tenants' health and safety, or the property, at risk will be dealt with faster than those that can safely wait. Prioritisation will also reflect the vulnerabilities of the tenant and current weather conditions. Our current repair categories are:

Priority	Time taken
Emergency	24 hours
Urgent	5 working days
Routine	20 working days
Major works	45 working days

10.1 *Emergency repairs*

These are repairs that need to be carried out to avoid serious danger to the health and safety of the occupants or where a failure to carry out the repair could cause extensive damage to the property. These repairs are to make it safe. If further investigation is required, then follow reports will be ordered.

Examples of emergency repairs would include loss of all electrical power to the building, loss of all heating and hot water, blocked toilets or insecure main entrances to the building.

10.2 Urgent repairs

These are repairs that may affect the comfort of tenants and may cause damage to the property if not carried out urgently.

Examples include a leaking roof, rotten timber flooring or stair tread, loose or detached banister or handrail, blocked sink, bath or basin.

10.3 Routine Repairs

Routine repairs are defined as work requested by the tenant to existing elements of their property due to fair wear and tear.

Examples of routine repairs include easing an internal door or clearing an overflowing gutter.

10.4 Major Work Repairs

Long-term repairs refer to those where the work is more involved than a standard day-to-day repair and involves the replacement of elements of the building which need planning but where these works are not included in a forward-planned programme.

Examples of long term repairs include replacement of all the gutters on a property, replacement of fascias and / or soffits and damp proofing works.

11 Appointments to carry out repairs

When a customer notifies the Council of a repair they will be advised that the contractor will contact them directly to arrange a convenient date and time for the works to be carried out.

Appointments are offered between:

AM - 08:00 – 12:30

School Run – 09:30 – 14:00

PM – 12:31 – 17:00

Evening 17:01 – 20:00

Saturday – 09:00 – 12:00

Wherever possible, a range of available appointments will be offered including morning, afternoon and to avoid schools run times.

The Council always aims to complete repairs within its published and/or mutually agreed timescales. However, this may sometimes not be possible, such as if special parts have to be ordered or if repairs are dependent on other organisations or suppliers. If there is a delay in being

able to complete a repair then tenants will be notified, advising of the reason and when the repair is likely to be completed.

If an appointment has been arranged that cannot be kept, tenants are asked to tell us as soon as possible so that an alternative appointment can be arranged. Where a text message is used, customers can often use the link provided in the text to reschedule their appointment.

If we or our contractor need to rearrange an appointment that has been arranged with you, we will contact you as early as possible and offer you an alternative time.

12 Pre-inspections

For some jobs, one of our surveyors will need to inspect before the repair can be arranged. This may be necessary where the scope of the repair is not known or clear or where we do not have sufficient details to order the repair.

When the repair is reported to us, an appointment for the pre-inspection will be made. The surveyor carrying out the inspection will then confirm what work needs to be carried out and arrange this after their visit.

13 Out of Hours Emergencies

The Council operates an out of hour's service to complete emergency repairs in order to make the property safe until a full repair can be undertaken. This service is available through calling 0800 111 4484.

An emergency repair is restricted to circumstances where there is a danger to life, a safety hazard, the potential for more extensive damage or is needed to ensure a home is secure.

Examples include:

- Major electrical faults.
- Severe water leaks.
- Major drainage problems.

If a repair is reported in this way but is not assessed to be an emergency, the tenant will be asked to call back during normal office hours.

The priority in instances of emergency repairs will be to make the property safe. Follow up visits may be required to undertake a full repair. These will be carried out at a convenient date and time agreed with the tenant in line with the approach to routine repairs.

14 Allowing Access

In accordance with the terms of the Council's tenancy agreements, tenants are required to let our employees, contractors or anyone else working on our behalf into the property to inspect its

condition or that of any fixtures and fittings, or to carry out repair, maintenance or improvement works or for any other reasonable purpose. Unless in an emergency, we will give a minimum of 24 hours' notice.

Where access cannot be gained to undertake a repair, the Council will take appropriate measures to make further arrangements for works to be carried out.

These measures may include some or all of the following:

- Leaving a card asking the tenant to rearrange a visit
- Telephoning the tenant to rearrange the visit
- Writing to the tenant requesting that they contact the Council to rearrange a visit
- Sending a surveyor out to inspect in instances where the tenant's original repair report suggests a potentially hazardous situation exists

In some circumstances, and depending on the nature of the repair, a request may be cancelled if repeated attempts to gain access are not successful.

However, if the repair is considered necessary for health and safety or other reasons, preventing access to a property may be considered a breach of their tenancy and result in legal action being taken to gain access. The cost of this will be passed on to the tenant in accordance with our Recharge Policy.

In addition to allowing access, tenants are responsible for cleaning surfaces, moving furniture and personal belongings from the area that the repair will be carried out in.

Tenants are also required not to indirectly obstruct access to their property, for example, by accumulating furniture, personal belongings, stored items, or unhygienic conditions.

Tenants must observe the requirements of Health & Safety legislation when operatives are carrying out work at the property. This include removing pets and having a smoke-free environment.

15 Recharging for Repairs

In some circumstances, the Council will recharge tenants the amount it costs to carry out repairs to their home (Appendix B Rechargeable Repairs Price List).

A rechargeable repair is one that is normally the result of neglect, misuse, unauthorised works or damage caused by a tenant, leaseholder or third party. Examples include damage caused by vandalism, blocked drains or sanitary ware caused by the tenant, and clearing a property at the end of a tenancy where the outgoing tenant has not carried this out.

16 Decanting Tenants

Major repair and maintenance works will usually be carried out whilst tenants remain in their property. However, there will be certain situations, such as those when the health and safety of the tenant would be at risk, or the works are so extensive they cannot be carried out with the tenant in the property.

Where this is the case, the Council will arrange to move the tenant and their household. This will either be done on a temporary or permanent basis, depending on the nature of the works.

This will be carried out in accordance with the Council's Decant Policy.

17 Void Works

This is the collective name for the range of repairs, improvement works, and checks that are carried out once a tenant has vacated a property and before it is re-let.

The Council is committed to allowing only good-quality, safe homes, and will undertake work in accordance with our Empty Property Standards for Council Tenants.

When a resident terminates their property, they must return it in the same condition it was let, albeit with fair wear and tear. The outgoing tenant will be allowed to carry out the repairs themselves, but the council reserves the right to carry out the works and recharge the outgoing tenant.

18 Cyclical Maintenance

These are works carried out on regular planned cycles for the servicing, inspection and testing of equipment, often as required by statute or regulations or to maintain the generation condition of the stock.

The Council carries out cyclical maintenance to ensure that appliances and equipment are maintained to safe operating standards and to comply with legislation and associated guidance.

Examples of cyclical maintenance include:

- Servicing of gas heating systems/installations (to include the statutory requirement for an annual gas safety check).
- Smoke detector testing
- Servicing of communal boilers.
- Periodic inspection of electrical installations.
- External painting and the decoration of internal communal areas.
- Servicing of passenger lifts and stair lifts

- Water hygiene and legionella testing

19 Planned Maintenance and Improvement Works

Planned maintenance and improvement works are programmed in advance and usually involves the replacement of external or internal elements of properties such as kitchens, bathrooms, windows, central heating and roofing.

These works are programmed according to stock condition survey information and components will be replaced in accordance with their anticipated lifespan or earlier where required. These contracts normally provide economies of scale by including a large number of properties usually within the same area.

Example of planned maintenance and improvement works include:

- Kitchen replacements
- Bathroom replacements
- Boiler replacements
- Fitting of new windows and doors

When replacing building components or facilities the Council will aim to use good quality items that are more sustainable, offer better value for money over time and improve the environment of estates and communal areas.

20 Properties Beyond Economic Repair

In accordance with the Council's Property Strategy and Property Dealing Procedure, the Council may dispose of properties where they are considered to be beyond economic repair.

The intention is that, rather than spend large amounts of money trying to repair, maintain and improve properties which fall into this category, the opportunity will be taken to remodel or replace it with redesigned or new, high quality properties which are better suited to the future needs of tenants.

As and when obsolete properties are identified and programmed for replacement, the Council will move to limit the amount of resources it spends on the subject properties in carrying out day to day, cyclical and planned maintenance works. This is to avoid financial resources being wasted on repairing and maintaining properties that are not going to be kept.

However, the Council will continue to meet all its legal and regulatory obligations in carrying out essential day to day repairs, cyclical and planned maintenance, notably including annual gas servicing and safety check works and periodic electrical testing works.

21 Our Service Standard for Repairs and Maintenance

When requesting or discussing repairs and maintenance, our staff and contractors will

- Be polite and courteous

- Take the time to fully understand the repair you are reporting and confirm whether this falls within our responsibility
- Book an appointment with you that works best for you
- Check any special arrangements, for example relating to pets or children in the property and make sure that our operatives understand the requirements
- Identify any special needs or vulnerabilities a tenant or member of their household may have
- Respect tenant's privacy

The person carrying out the repair or maintenance work to your home will:

- Wear an identity badge clearly showing their name and company name.
- Carry out works between 8am and 8pm Monday to Friday and Saturday between 9am and 12pm. Except in an emergency, our contractors will only work outside these hours if you have agreed it.
- Make and keep appointments or if they cannot, they will give 24 hours' notice, and arrange a new appointment with you
- Treat you and your family in a polite, courteous and reasonable manner.
- Not play music without your permission.
- Park sensibly so you and your neighbours are not inconvenienced.
- Keep disruption to a minimum including noise levels and any nuisance arising from smoke, dust, rubbish or other cause.
- Protect fixtures, fittings and possessions.
- Make sure that your home is kept secure
- Check with you before using your water or electricity.
- Not unplug any of your equipment without permission.
- Reconnect and test any services if they have been disrupted.
- Let you know if they need to turn off electricity, water or other services to your block unless it is an emergency.
- Provide temporary heating or water facilities if they are needed.
- Clear all rubbish and debris at the end of each day
- Show you how to use and set up any new installation or equipment, and/or give you any instructions manuals (if applicable).
- Not use your toilet facilities without your consent.
- Not leave communal doors open.
- Not enter your private garden to complete repairs to another property or block without your consent.

22 How You Can Help Us

- Let us know as soon as possible if you or any member of your household has any medical condition or vulnerability that may be affected by the works.
- Keep any appointments that are made with you and let contractors into your home.

- Phone us or the contractor as soon as possible if you cannot keep an appointment.
- Check the identity badges of contractors before letting them into your home.
- Move any items and small appliances that will be in the way of the works including anything outside in the garden and make sure you protect items which have special value.
- Do not smoke in the areas of your home that our contractors will be working in.
- Do not leave any children alone in your home whilst work is being carried out.
- Keep your children away from our contractors' tools, materials, rubbish and make sure that they do not climb on any scaffolding or in any skips.
- Do not leave pets unattended and make sure they are kept away from contractors working area as well as their tools and other equipment.
- Be considerate towards our contractors.
- Understand that we will always do our best but there may be disruption and things do not always go to plan.

23 Measuring Quality and Performance

The Council is committed to ensuring that its repairs and maintenance services are delivered to a high standard, providing high levels of customer satisfaction and value for money. To make sure that we do this, we monitor and manage performance through a range of methods including.

- Comparing our performance against key performance indicators and relevant tenant satisfaction measures with other social housing providers
- Carrying out a number of inspections after repairs and maintenance work has been carried out to check for quality
- Asking tenants and leaseholders for their views on the works carried out to identify any specific issues as well as any trends over time
- Measuring whether repairs are completed within the target times.
- Measuring whether repairs are completed on the first visit wherever possible. Respond to identified trends in repairs in certain locations or property types and use this to inform planned works.
- Where possible, identify homes where repairs haven't been reported for more than a year or where frequent repairs are reported in order to seek to identify any additional support or other needs.

24 Complaints Procedure

The Council's Complaints Policy is also available to any resident who is dissatisfied with any aspect of repair and maintenance work carried out.

Further information can be obtained from the Council's Complaints Policy.

25 Restrictions to the Repairs and Maintenance Service

There are some circumstances where the standard repairs and maintenance service may not be provided and these include:

25.1 Right to Buy

Under the Housing Act 1985 (as amended) most secure tenants have the right to buy their property providing they occupy the property as their only or main home and meet the qualifying period and other requirements.

Once a tenant has applied to purchase their Council property under the Right to Buy legislation, we will only carry out emergency or urgent works to the property. These include:

- Repairing and maintaining the structure and exterior of the property
- Heating and hot water appliances
- Pipes and wiring within the property

We will only place repair orders for repairs that are required by legislation. Repairs that are not required by legislation will not be ordered or completed.

Properties that are subject to a Right to Buy application will also be excluded from planned maintenance and improvement programmes. The only exception to this is when works are planned to be carried out to a communal item or area, which the Council will retain responsibility for repairing after the sale of a flat or maisonette takes place.

Once a house is sold under the Right to Buy, the new owner becomes responsible for all repairs and maintenance.

Once a flat or maisonette is sold under the Right to Buy, the leaseholder becomes responsible for all internal and non-structural repairs whilst the Council retains responsibility for the exterior and structure of the building and any shared areas, items or services. The leaseholder will be required to contribute to any works carried out to these items.

25.2 Mutual exchange

In accordance with the Housing Act 1985, secure tenants have the right to exchange their properties with another council or housing association tenant, providing each party obtains their landlord's written agreement. A mutual exchange is an assignment of the tenant's existing secure tenancy and a fresh tenancy is not created as a result of any assignment. Where there has been a breach of tenancy regarding an unauthorised alteration or the property is not in suitable condition subject to normal wear and tear, then the outgoing tenant is required to return the property back to the state it was let at. Any required outstanding works is likely to stop the mutual exchange going ahead.

Tenants who move home via a mutual exchange take the property as seen, and all of the outgoing tenant's responsibilities will pass to the incoming tenant. Any other repairs that arise after the mutual exchange has taken place will be dealt with in accordance with this policy. Please see the Mutual Exchange Policy for further information.

25.3 *Tenant alterations or improvements*

Tenants are not allowed to carry out any improvements to the structure or the building or the services provided by the landlord, e.g. boilers. In accordance with the Housing Act 1985, secure tenants have the right to carry out improvements to their property, subject to obtaining their landlord's prior written consent.

Where tenants have carried out alterations or improvements to the property, the Council will not accept responsibility for carrying out repairs, maintenance or servicing to these alterations to these alterations. Where tenants have carried out alterations or improvements without the council's consent, the tenant will be expected to remove the items at their cost.

Tenants are not permitted to remove fixtures that are essential features of the structure or installations at the end of their tenancy.

26 Review of Policy

The policy will be reviewed every three years in consultation with tenant representatives, staff and other stakeholders unless there are any reasons, such as legislative or regulatory changes, requiring that it be reviewed earlier.

27 Appendix A – Who is responsible for repairs?

Repair	Council	Tenant	Further details or exceptions
Adaptations carried out to your property to help you with a disability	✓		Unless this relates to equipment installed by Social Services or portable equipment
Banisters and handrails	✓		
Baths and basins	✓		
Bathroom fixtures and fittings		✓	Including bathroom cabinets, mirrors, shower curtains, towel rails and toilet roll holders
Blinds, blind fittings and cords		✓	We are responsible for these items in the communal areas of our sheltered housing schemes/
Brickwork including air bricks	✓		
Car parks	✓		
Carpentry	✓		
Carpets		✓	It is also your responsibility to remove these to allow any work to be carried out to either the floor or sub floor area
Ceilings	✓		
Chimneys including chimney pots and covers	✓		
Chimney sweeping		✓	
Clothes lines and rotary driers in shared gardens	✓		
Clothes lines and rotary driers in individual gardens		✓	

Repair	Council	Tenant	Further details or exceptions
Coal bunkers	✓		
Communal areas	✓		Including lighting, doors and locks, door entry systems, bin chutes and stores and any lifts
Cookers		✓	
Damp proof course	✓		
Decoration inside home, including filling minor cracks in plaster		✓	
Decoration outside your home, including in any shared areas	✓		
Doorbells		✓	
Door furniture	✓		Including locks, handles and letterboxes
Door entry systems	✓		
Doors inside your home	✓		Including doors and frames
Doors into your home and in any communal areas	✓		Including doors and frames
Downpipes	✓		
Drains	✓		Including blocked or damaged drains outside
Driveways	✓		
Drying areas in shared areas	✓		
Electric central heating systems and appliances	✓		
Electric plugs		✓	
Electric wiring including sockets and switches	✓		
Electrical appliances		✓	Including cookers, fridges and washing machines (unless provided by the Council eg in Temporary

Repair	Council	Tenant	Further details or exceptions
			Accommodation)
Electricity supply and meter		✓	You are responsible for arranging this with a supplier
Extractor fans	✓		
Fences	✓		
Fires - gas or electric	✓		
Fixtures and fittings		✓	Including coat hooks and curtain rails
Floorboards	✓		
Floor tiles	✓		
Flourescent strip lights	✓		
Foundations to the property	✓		
Fridges		✓	
Furniture		✓	
Fuse boxes	✓		
Garages including door locks	✓		
Gardens to individual homes		✓	Including turf, recycling and refuse containers
Garden sheds	✓		
Garden walls	✓		
Garden gates	✓		
Gas central heating systems including flues, pipes, radiators, timers and pumps	✓		
Gas pipes	✓		

Repair	Council	Tenant	Further details or exceptions
Gas supply and meter		✓	You are responsible for arranging this with a supplier
Glass to windows and doors	✓		
Guttering	✓		
Immersion heaters	✓		
Keys - replacement of keys to your home		✓	
Keys - replacement of keys to a communal entrance door	✓		
Kitchen cupboards	✓		
Kitchen worktops	✓		
Lifts and stair lifts	✓		
Light bulbs		✓	
Light holders including fittings	✓	✓	Where the tenant has fit their own
Lighting to shared communal areas, such as hall ways	✓		
Locks	✓		
Loft hatches	✓		
Manhole covers and frames	✓		
Oil fired central heating systems	✓		
Outbuildings	✓		
Overflow pipes	✓		
Parking areas	✓		
Pathways	✓		

Repair	Council	Tenant	Further details or exceptions
Plaster	✓		
Plugs or chains for sinks, wash hand basins or baths		✓	
Porch	✓		
Rendering - rough plaster on the outside of your property	✓		
Roofing including tiles,	✓		
Roof lights	✓		
Sash cords in windows	✓		
Showers and shower trays	✓		
Sink or wash hand basin blockages	✓		
Skirting boards	✓		
Smoke detectors	✓		
Soli fuel heating systems	✓		
Stairs	✓		
Steps to front or back doors	✓		
Taps	✓		
Toilet bowl	✓		
Toilet seats		✓	
Tumble driers including their vents		✓	
TV aerials and satellite dishes		✓	We will be responsible in communal and sheltered properties
Ventilation system	✓		

Repair	Council	Tenant	Further details or exceptions
Wall tiles	✓		
Washers on taps	✓		
Water heating	✓		
Water supply including hot and cold water tanks and pipes	✓		
Window fittings including locks and catches	✓		
Window frames	✓		
Window sills	✓		
Woodwork on the outside of your home	✓		

28 Appendix B – Rechargeable Repairs Price List.

NB: The prices are correct at February 2025 and will be uplifted in line with CPI as at September each year.

Tenanted Properties	Cost
Renew W/C Pan and Seat	£92.87
Renew W/C Cistern Only (LL China)	£103.71
Renew W/C Cistern Only (LL Plastic)	£57.32
Renew W/C Close-Coupled Cistern Only (complete)	£168.53
Renew W/C Suite (China)	£196.61
Renew W/C Seat only	£23.98
Renew wash basin on brackets and taps	£179.97
Renew wash Basin with pedestal and Taps	£196.61
Renew Bath Tap mixer	£106.70
Renew bath tap mixer with shower attachment	£117.50
Renew bath pillar taps	£66.15
Renew Basin Pillar taps (bathroom)	£47.45
Renew Basin mixer Taps (Bathroom)	£89.86
Renew sink pillar taps (kitchen)	£54.35
Renew Sink mixer Taps (Kitchen)	£91.86
Renew Bath incl. taps and panel (acrylic bath)	£477.49
Replacement mop stick handrail	£74.14
Remove broken key from lock	£33.67
Change Barrel in UPVC Door	£84.26
Fit Multipoint Lock to UPVC Door	£95.88
Fit Yale Lock	£72.75
Fit Mortice Lock to Shed	£61.79

Tenanted Properties	Cost
Fit Standard Mortice Lock to Property	£61.79
Fit 5L Mortice Lock to Property deadlock	£96.87
Call out Charge (After 5pm Mon-Fri and all-day Sat/Sun)	£40.71
Call out Charge for Bank Holiday	£60.97
Gain Entry to Property	£33.68
Gain Entry to a Garage	£33.68
Fit Central Garage Lock	£97.72
Fit New Garage Padlocks	£29.04
Re-glaze broken DGU under 1 metre square	£89.86
Re-glaze broken DGU over 1 metre square (cost is per m2)	£202.21
Replace UPVC Window Lock Complete	£54.37
Replace UPVC Window Handle Only	£20.68
Replace UPVC Window Locking Mechanism Only	£44.29
Board up door or window	£89.88
Sitex Door initial hire cost	Normally free to fit but can cost between £50 - £270 if out of hours
Sitex Door weekly cost	£15.73
Sitex Door Removal	£0.00
Renew Internal Door	£107.56
Renew High Performance Door	£892.50 - £1050 Approx.
Renew External UPVC Door	£449.40
Renew External UPVC Door and Frame	£561.75

Tenanted Properties	Cost
Fire Door Set for Flat Entrance	£1365 - £2500 approx
Renew Damaged Kitchen Unit	£247.08
Renew Kitchen Unit Door	£50.55
Plasterboard wall or ceiling repairs due to wilful damage, (this includes using a steamer to remove paper) patch repair only using 1 board and 1 bag of multi finish	£76.32
Plasterboard wall or ceiling repairs due to wilful damage, (this includes using a steamer to remove paper and cost is per sq.)	£34.58
Skirting replacement	£22.53 per LM
Relay/redress disturbed loft insulation	£7.77 per LM
Top up loft insulation	£16.67 per LM
Supply and fit replacement socket front plate single	£12.06
Supply and fit replacement socket and back box single	£23.05
Supply and fit replacement socket front plate double	£13.34
Supply and fit replacement socket and back box double	£34.53

29 Appendix B1 Void Properties

NB: The prices are correct at at February 2025 and will be uplifted in line with CPI as at September each year.

Void Properties	Cost
Remove and dispose of items left in property including floor coverings, total not to exceed 3 cubic metres	£182.57
Remove and dispose of items left in property including floor coverings, total exceeding 3 cubic metres	£301.05
Remove and dispose of Loft Rubbish left in Void Properties	£84.21
Infill Fishpond	£187.78
Clear garden of bulk items (based on 6-yard skip)	£254.66
Clear garden of bulk items (based on 8-yard skip)	£318.78
Clear garden of bulk items (based on 12-yard skip)	£453.12
Clear environmentally unsound garden	Quoted works unable to provide cost
Clear and clean environmentally dirty property (including sharps, faeces)	Quoted works unable to provide cost
Clear and clean exceptionally dirty dwelling	Quoted works: assessed on case by case
Carpet gripper removal	£11.24 per LM
Garage clearance	£53.28
Full Shed clearance	£67.37
Clear any environmentally unsound individual item including car batteries / tyres / drums of oil and any white goods (additional to above garage/shed clearance)	Quoted works unable to provide cost
Carryout treatment because of flea infestation	Quoted works unable to provide cost

Void Properties	Cost
Hourly rate for removal of unauthorised tenant alterations and materials	Quoted works unable to provide cost

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Welwyn Hatfield Borough Council

Equality Impact Assessment

Assessment completed by: Elliott Manzie

Name of policy/project/service to be assessed	Repairs and Maintenance Policy		
At what stage of consultation has this EqIA been prepared?	Pre consultation <input checked="" type="checkbox"/> Post consultation <input type="checkbox"/> No consultation required <input type="checkbox"/>		
Method of analysis undertaken and dates	Managers – desktop screening <input checked="" type="checkbox"/> Employee Forum <input type="checkbox"/> Stakeholder review <input type="checkbox"/>	Date: 04/02/25	
Who does the policy or service affect?	Customers (public) <input checked="" type="checkbox"/> Internal (staff/Members) <input type="checkbox"/> External (partners/contractors/agencies) <input checked="" type="checkbox"/> Other <input type="checkbox"/>		
What are the aims/objectives/purpose or outcome or intended effects of the policy, project or service?	<p>To update the Repairs policy to the Repairs and Maintenance policy in line with current practices and following guidance from the Ombudsman Service and new legislation.</p> <p>The policy aims to:</p> <ol style="list-style-type: none"> 1. Set out the scope of the service in providing Repairs and Maintenance. 2. To have regard to the council's duty to manage its housing stock effectively and to make best use of its stock, through the council's Housing, Homelessness and Rough Sleeping Strategy, Asset Management Strategy and Housing Delivery Strategy 2019-2025. 3. To comply with legal and statutory requirements such as the Social Housing (Regulation) Act 2023, and the Landlord and tenant Act 1985 in relation to Section 		

	11. clear channels of communication and established joint working practices with partners.
What equality data is available relating to the use or implementation of the policy, project or service?	In 2021, 6.0% of Welwyn Hatfield residents were identified as being disabled and limited a lot. Just under 1 in 10 people (9.7%) were identified as being disabled and limited a little. The percentage of Welwyn Hatfield households that lived in a socially rented property is 25.4%. (taken from Office for National Statistics Census 2021)
What consultation has taken place in the development or review of the policy, project or service?	The policy has been reviewed and updated, the intention is to undertake consultation with internal colleagues affected by the policy such as the Neighbourhood's and Allocations teams along with external strategic partners such as our delivery contractors and we also intend to share the policy with residents from the tenants panel to gather their views and input.

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

	Positive	Negative	Neutral	Evidence & Comments
Age	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Many tenants require repairs and maintenance to their homes to enable them to live independently. There are provisions within the policy where repairs maybe required to be completed more urgently due to vulnerability.
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Many tenants with disabilities require repairs to their homes to enable them to live independently. There are provisions within the policy where repairs maybe required to be completed more urgently due to vulnerability.
Ethnicity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>The council will ensure that no person nor group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for and aims to provide services which meet the needs of customers, employees and other people and groups, including people with protected characteristics, as defined by the Equality Act 2010.</p> <p>The council will adapt our approach to meet differing needs such as making alternative appointments in consideration of a tenant's faith, where this is possible. 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.</p>
Gender re-assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified

Marriage/Civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified
Pregnancy & Maternity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified

	Positive	Negative	Neutral	Evidence & Comments
Religion or belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>The council will ensure that no person nor group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for and aims to provide services which meet the needs of customers, employees and other people and groups, including people with protected characteristics, as defined by the Equality Act 2010.</p> <p>The council will adapt our approach to meet differing needs such as making alternative appointments in consideration of a tenant's faith, where this is possible. 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.</p>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified
Sexual orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified

Equality Impact Assessment Outcome:

Low risk ☒

Medium risk ☐

High risk ☐

Any other comments:

For Steering Group use only:

Comments:

Part I

Main author: Sue McDaid

Executive Member: Cllr Gemma Moore

All Wards

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

AWAAB'S LAW – DAMP AND MOULD AND OTHER HAZARDS IN HOUSING

1 Executive Summary

- 1.1 On 6 February 2025, the Government announced that new legislation will be brought forward requiring social landlords to investigate and fix damp and mould in their housing within certain timescales (not yet specified) from October 2025, as well as repair all emergency hazards within 24 hours. This is known as Awaab's Law.
- 1.2 This announcement follows a public consultation that was undertaken in 2024 following the death of toddler Awaab Ishak resulting from prolonged exposure to damp and mould in a rented Housing Association property in Rochdale.
- 1.3 Awaab's Law will be introduced in a phased approach commencing in October 2025 for damp and mould hazards and emergency repairs. It will then be rolled out to cover further hazards in 2026, and the remaining hazards under the Housing Health and Safety Rating Scheme (HHSRS) in 2027.

2 Recommendation

- 2.1 That Cabinet Housing Panel note the contents of the report.
- 2.2 The Residents' Panel will also be briefed on this upcoming legislation.

3. Explanation

Introduction of Awaab's Law

- 3.1 On 6 February 2025, the Government announced that new legislation will be brought forward requiring social landlords to investigate and fix damp and mould in their housing within certain timescales (not yet specified) from October 2025, as well as repair all emergency hazards within 24 hours. This announcement follows a public consultation that was undertaken in 2024.
- 3.2 This forthcoming legislation is also often referred to as 'Awaab's Law' as it was instigated following the tragic death of a toddler (Awaab Ishak) in December 2020 who died of prolonged exposure to damp and mould in his home rented from Rochdale Boroughwide Housing (Association).
- 3.3 Landlords who fail to comply face being taken to court, with social tenants able to use the full powers of the law to hold them to account.
- 3.4 Awaab's Law will be introduced in a phased approach as follows:
 - October 2025 – investigate and fix damp and mould that present a significant risk of harm to tenants within a certain timescale (not yet specified)
 - October 2025 – To repair all emergency hazards within 24 hours

- In 2026 - requirements will expand to apply to a wider range of hazards such as excess cold and excess heat; falls; structural collapse; fire, electrical and explosions; and hygiene hazards.
- From 2027 - the requirements of Awaab's Law will expand to the remaining hazards as defined by the Housing Health and Safety Rating Scheme (HHSRS); excluding overcrowding. The full list of hazards can be found in schedule 1 to the Housing Health and Safety Rating System (England) Regulations 2005.

Further reforms:

- 3.5 In the coming months, the Government also intends to implement Awaab's Law into the private rented sector through the Renters' Rights Bill. There will be a government consultation on this proposal.
- 3.6 Further reforms for the housing sector are also proposed. The Government will consult on a new Decent Homes Standard and minimum energy efficiency standards, to ensure tenant's homes are made safe, warm, and free from disrepair.
- 3.7 The Government will also introduce legislation to require social landlords to carry out electrical safety checks at least every five years, (which we already do). In addition, it will include mandatory appliance inspections on all electrical appliances that are provided by the landlord; which we do in communal areas of temporary accommodation and sheltered accommodation and for electrical appliances that we have provided.

Actions being taken by Welwyn Hatfield Borough Council:

- 3.8 Currently, if mould is reported as present, we aim to visit within 48 hours and undertake a mould wash and a surveyor to visit within 5 days. When the Government consultation on Awaab's Law took place in 2024, we held discussions with our repairs contractor on the proposals in the consultation. Once the legislative timescales are known for the investigation and fixing of damp and mould issues we will need to revise and update our damp and mould processes and policy.
- 3.9 In addition, in order to give the Council further assurances, we are looking to commission an independent company to undertake specialist damp and mould inspections and surveys in 1,100 council homes initially, and to undertake post-inspections following the damp and mould works by our repair contractor.
- 3.10 The current KPI for our repairs contractor to attend to emergency repairs and make the hazard safe within 24 hours, which would already appear to be compliant with the proposed legislation. However, we may need to revise the KPI targets and timescales when the detail of the legislation is known.
- 3.11 We routinely monitor and report on repairs performance. We also closely monitor cases of damp and mould reported to us to ensure that they are inspected and remedial actions taken.
- 3.12 We will review our processes when the timescales are known for addressing other hazards under the HHSRS from 2026 and 2027.
- 3.13 All our surveyors have been trained in the HHSRS scheme and in identifying damp and mould.

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 The Regulatory Standards set the by Social Housing Regulator include the Safety and Quality standard which requires that accommodation should meet the Decent Homes Standard, ensure the health and safety of tenants and have an effective repairs and maintenance service, and communicate repairs, maintenance and timescales to tenants.
- 4.3 Landlords already have a duty under the Homes (Fitness for Human Habitation) Act 2018 to keep their homes fit for human habitation and to remedy disrepair.
- 4.4 The forthcoming legislation (Awaab's Law) will set clearer and stronger laws requiring social landlords to investigate and repair hazards within specified timescales to ensure that tenants are living in safe homes.
- 4.5 Although there are no firm details known yet, it is understood that if a landlord fails to meet the requirements of Awaab's Law, that the tenant can enforce this through their tenancy agreement.

5. Financial Implications

- 5.1 There are no known new financial implications as a result of this report at this time. There may be future financial implications once the legislative requirements are known.

6. Risk Management Implications

- 6.1 It will be important to make sure that the processes and policies, and possible revised KPIs, are in place to ensure compliance with Awaab's Law. Failure to do so could result in harm to tenants, legal action and reputational damage to the council.

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 new procurement implications arising from this report at this time.

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 Effective management of damp and mould and other hazards in our council homes contributes positively towards the health and wellbeing of our tenants.

12. Communication and Engagement Implications

- 12.1 There are no direct implications from this report at this time. It is essential that we communicate well with tenants who report damp and mould issues and other hazards to us and keep them updated with works required.

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	24 February 2025

Appendices:

None

Part I

Main author: Sue McDaid

Executive Member: Cllr Gemma Moore

Ward: All

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

DAMP AND MOULD POLICY - REVISION

1 Executive Summary

- 1.1 The purpose of a damp and mould policy is to cover proactive interventions, our approach to diagnosis of damp and mould, undertaking remedial actions and effective communication with residents.
- 1.2 The Government have recently announced that they will be introducing 'Awaab's Law' in a staged approach. From October 2025, landlords will be required to investigate and fix damp and mould within a certain time period and to undertake emergency repairs within 24 hours. From 2026 this will be extended to other serious hazards and then in 2027 this will be applied to the remaining hazards in the Housing Health and Safety Rating Scheme (HHSRS).
- 1.3 We have undertaken an interim review of the Damp and Mould policy, but given the recent announcement, we will undertake a further review once the Awaab's Law requirements are known, which will be before October 2025.

2 Recommendation(s)

- 2.1 Cabinet Housing Panel are asked to note and agree the revised Damp and Mould Policy.
- 2.2 If Cabinet Housing Panel unanimously agree the Damp and Mould Policy, that the Panel agree that the decision to approve the policy be taken by the executive member using their delegated powers.

3 Explanation

Introduction

- 3.1 The importance of tackling damp and mould was highlighted in November 2022 following the tragic death of a toddler; Awabb Ishak, due to his exposure to mould caused by dampness in his home rented from Rochdale Boroughwide Housing (Association). This initiated a much greater focus on damp and mould in the social rented sector.
- 3.2 The Housing Ombudsman undertook a spotlight report into damp and mould in 2021 as it had seen an increased rate of damp and mould complaints being upheld and findings of maladministration from complaints raised by tenants in social housing. The ombudsman followed this up with a further report in 2023, and have recently produced another report of findings from severe maladministration cases from how damp and mould has been dealt with by some landlords.

- 3.3 On 6 February 2025, the Government announced that new legislation will be brought forward requiring social landlords to investigate and fix damp and mould in their housing within certain timescales (not yet specified) from October 2025, as well as repair all emergency hazards within 24 hours.
- 3.4 In 2026, Awaab's Law requirements will expand to apply to a wider range of hazards such as excess cold and excess heat; falls; structural collapse; fire, electrical and explosions; and hygiene hazards. From 2027, the requirements will expand to the remaining hazards as defined by the Housing Health and Safety Rating Scheme (HHSRS); excluding overcrowding. The full list of hazards can be found in schedule 1 to the Housing Health and Safety Rating System (England) Regulations 2005.

Damp and Mould Policy

- 3.5 The Policy (Appendix A) explains the Council's approach is to provide high quality homes. We take cases of damp and mould seriously. To achieve this, we aim to manage reports of damp and mould, or contributing factors (such as condensation), in a proactive way to meet our legal and moral duties.
- 3.6 In this regard, the policy outlines how we will implement processes designed to:
- Ensure a suitable and sufficient response to initial reports of damp, mould or condensation
 - Identify the cause of damp occurring in homes
 - Take steps to address the damp and mould where required; such as undertaking mould washes and ordering remedial works
 - Keep the resident informed of the remedial works and timescales
 - Provide advice or other assistance to residents, where there is condensation present in their home
 - Increase awareness for residents through a range of communications and information on how to manage/prevent condensation in their home
 - Ensure staff have adequate training and knowledge on levels of damp, mould and condensation awareness
- 3.7 The Policy includes a process map outlining how we deal with damp and mould in Appendix 1 of the Policy.
- 3.8 The Policy has been reviewed, and minor amendments have been made which are shown in tracked changes.

Implications

4 Legal Implication(s)

- 4.1 Whilst there is no specific legal requirement to provide a Damp and Mould Policy, provision of a Damp and Mould Policy is a (strong) recommendation of the Housing

Ombudsman in their spotlight report in October 2021 and the follow up report in February 2023.

- 4.2 However, there are Regulatory Standards set the by Regulator of Social Housing which social landlords must meet. These include the Safety and Quality Standard such that accommodation should meet the Decent Homes Standard, ensure the health and safety of tenants and have an effective repairs and maintenance service.

5 Financial Implication(s)

- 5.1 There are no direct financial implications from this Policy. All expenditure is within agreed existing budgets.

6 Risk Management Implications

- 6.1 The Housing Ombudsman's spotlight reports explain that Councils would need to justify why they believed it was unnecessary to have a damp and mould policy. Failure to have a policy might lead to findings of fault in any complaint investigation undertaken by the Housing Ombudsman.
- 6.2 Failure to adequately tackle damp and mould issues could cause harm to tenants, could give rise to complaints and findings of fault by the Housing Ombudsman and cause reputational damage to the Council.

7 Security and Terrorism Implication(s)

- 7.1 There are no direct implications from this report.

8 Procurement Implication(s)

- 8.1 There are no direct implications from this report.

9 Climate Change Implication(s)

- 9.1 There are no direct implications from this report.

10 Human Resources Implication(s)

- 10.1 There are no direct implications from this report.

11 Health and Wellbeing Implication(s)

- 11.1 Effective management of damp and mould in our council homes will contribute positively towards the safety, health and wellbeing of our tenants.

12 Communication and Engagement Implication(s)

- 12.1 There are no direct implications from this report. It is essential that we communicate well with tenants who report damp and mould issues to us and keep them updated with works required.

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) has been undertaken for this review as there are only minor amendments that do not impact protected characteristics.
- 14.2 The EqIA completed for the Policy in 2023 found that the policy is likely to positively benefit individuals that are older and younger and those with disability.

Name of author	Sue McDaid
Title	Executive Director (Resident Services and Climate Change)
Date	25 February 2025

Appendix A – Damp and Mould policy



Damp and Mould Policy

<u>Scope:</u>	<u>This policy applies to damp and mould in social rented and private sector rented properties.</u>
<u>Effective Date:</u>	<u>March 2025</u>
<u>Review Date:</u>	<u>October 2025</u>
<u>Author:</u>	<u>Executive Director (Resident Services and Climate Change)</u>
<u>Strategy Owned by:</u>	<u>Assistant Director (Homes and Neighbourhoods)</u>
<u>Statute:</u>	<u>Social Housing (Regulation) Act 2023</u> <u>Landlord and Tenant Act 1985</u> <u>Housing Health and Safety Rating System within the Housing Act 2004</u>
<u>National Standards and Guidance</u>	<u>Regulatory Standards – Regulator of Social Housing</u> <u>Safety and Quality Standard: Repairs and maintenance</u> <ul style="list-style-type: none"><u>Registered providers must take all reasonable steps to ensure the health and safety of tenants in their homes and associated communal areas.</u><u>Registered providers must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.</u><u>Registered providers must set timescales for the completion of repairs, maintenance and planned improvements, clearly communicate them to tenants and take appropriate steps to deliver to them.</u><u>Registered providers must keep tenants informed about repairs, maintenance and planned improvements to their homes with clear and timely communication.</u>
<u>Related Policies</u>	<u>Equality, Diversity and Inclusion Strategy</u> <u>Vulnerable Person and Reasonable Adjustments Policy</u>

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[Complaints Policy](#)

[Compensation and Redress Policy](#)

[Resident Involvement Strategy](#)

[Community Engagement Strategy](#)

[Decants Policy](#)

[Repairs and Maintenance Policy](#)

Welwyn Hatfield Borough Council Damp and Mould Policy

August 2023

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2

1. Introduction

- 1.1 Welwyn Hatfield Borough Council (WHBC) aims to provide high quality homes which contribute to sustainable neighbourhoods and communities. We take cases of damp and mould seriously and are taking a zero tolerance approach. To achieve this, we aim to manage reports of damp and mould, or contributing factors (such as condensation) in a proactive way. This may be through the completion of reactive repairs, planned works or in some cases by providing advice and information to customers on measures they can take to help manage damp and mould through changes to the way they use their home.

Owner	Welwyn Hatfield Borough Council
Version Date	October 2023
Next Review Date	October 2026
Links to Regulatory Standards— Economic / Consumer Standards	<p>Home Standard—Repairs and maintenance</p> <p>Registered providers shall meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.</p> <p>Tenant Involvement and Empowerment Standard—Customer service, choice and complaints</p> <p>Registered providers shall provide tenants with accessible, relevant and timely information about progress of any repairs work.</p>

Outcomes for Customers

- Will be provided with clear information about how to manage damp and mould in their home
- Will be told the outcome of any damp and mould assessments
- Will have their individual circumstances taken into account when we decide on any works that are required to their home
- Will receive appropriate home loss and/or disturbance payments, in line with our decant policy, if they need to move out of their home while work is undertaken

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1.2 The key objectives of this Policy are to comply with relevant legislation (specifically the Landlord and Tenant Act, 1985, Housing Health and Safety Rating System within the Housing Act 2004 and Decent Homes Guidance) and Social Housing (Regulation) Act 2023.

1.3 We have a moral and legal duty to ensure that we:

- Provide good quality homes, with reference to Section 5 of the Governments Decent Homes Guidance and the standards set by the Regulator for Social Housing (the Regulator)
- Have an efficient and effective repairs and maintenance service
- Have a clear and reasoned approach to planned maintenance and repairs to residents' homes and communal areas that also takes account of future sustainability
- Establish and maintain good working relationships with residents that are based on trust and that take into account individual needs and financial factors
- Establish reliable partnerships with other organisations to ensure that any services provided by them on our behalf are effective and good quality
- Ensure that we achieve ongoing compliance with all applicable legislation
- Have an effective complaints process where our performance falls below the agreed standard, or the resident's expectation of what we should do. This will give residents the opportunity to have their voice heard and have their complaint resolved.

2. Definitions and Scope

2.1 This policy is designed to cover reports of damp and mould received by WHBC from residents or someone acting on their behalf, or from stock condition surveys. It is set within the context of the Repairs and Maintenance Policy. WHBC will provide a range of options to address reports of damp and mould. These may vary from home to home, depending on the cause, property type, construction method, property age and other factors.

2.2 The term 'resident' mainly refers to tenants who rent homes from us.

2.3 Leaseholders and Shared Owners have different obligations with regards to maintaining their homes and should refer to their individual lease for more guidance. The Council has repairing obligations to leaseholders in respect of the external structure of flat blocks and will undertake appropriate investigations when required to ensure that no defect in the structure is the cause of damp or mould.

2.4 This policy therefore outlines how we will:

- Comply with legal and regulatory requirements
- Implement processes designed to:
 - Ensure a suitable and sufficient response to initial reports of damp, mould or condensation
 - Identify the cause of damp occurring in homes where this is our

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- responsibility
- Take steps to address the damp and mould where required; such as ordering remedial works
- Keep the resident informed of the remedial works and timescales
- We will follow up with the resident at 1 and 6 months on conclusion of the damp and mould case to ensure no recurrence
- Provide advice or other assistance to residents, where there is condensation present in their home
- Increase awareness for residents through a range of communications and information on how to manage/prevent condensation in their home
- Ensure staff have adequate training and knowledge on levels of damp, mould and condensation awareness
- Have relevant and useful performance information reporting to enable us to review damp and mould related repairs and target proactive remedial work and targeted interventions such as information campaigns and website content
- Ensure that any components we install as part of our repairs and maintenance service are cost effective, sustainable and meet affordability objectives, whilst responding to the requirements for decarbonisation

3. Specifics of the Policy

WHBC's Responsibilities

- 3.1 To ensure that we maintain the structure of our homes in good repair and meet Decent Homes Standard and as set out in our Asset Management Strategy.
- 3.2 Maintain the heating, sanitation and service installations of rented homes where these have been installed by us or where we have adopted responsibility of these through relevant policies (i.e. adaptations to homes; or through previous tenant improvements).
- 3.3 It is WHBC's responsibility to provide tenants with the information they need to work their heating and hot water systems efficiently; along with information to help them to minimise condensation.

Resident's Responsibilities

- 3.4 The resident is responsible for ensuring no damage occurs to their home as defined by the Tenancy Agreement.
- 3.5 Any damp or mould should be reported to the Council by residents for investigation.
- 3.6 Residents will be provided with information and guidance on minimising condensation in their home and this should be followed.

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4. Process Overview

Proactive

- 4.1 WHBC will proactively assess the condition of its properties on a rolling programme, including for damp and mould, by conducting surveys. Category 1 and 2 hazards will be captured during these routine stock condition surveys (SCS) carried out by in-house and external surveyors.
- 4.2 WHBC will also utilise Energy Performance Certificate (EPC) data to understand the extent of vulnerability to damp and mould. EPC data is held in Orchard Assets, along with our Assets data. This will also provide a clear view of the retrofit interventions needed to improve our EPC ratings, and thereby the comfort and efficiency of the home.
- 4.3 Our investment plans will be reviewed each year against stock condition data, complaint trends, any repeat damp and mould cases and our Asset Grading model, to ensure we address any adverse performance trends etc. This will inform investment programmes such as loft insulation, windows etc.
- 4.4 Where WHBC undertakes retrofit works to improve performance of the property it will adhere to PAS 2035 principles, thereby ensuring a whole house retrofit approach avoiding the unintended consequence of damp caused by badly planned interventions.
- 4.5 WHBC will take every opportunity – voids stage, mutual exchanges, tenancy ~~health checks audits~~ etc. – to proactively address issues driving damp and mould cases.
- 4.6 We also expect other ~~front line~~ council staff and contractors that might be visiting council homes or contacting residents, to be aware of and report any damp and mould issues to us. We provide training to raise their awareness of these issues and the need to report them.
- 4.7 We will regularly review with customers our customer communications regarding damp and mould to ensure it meets the needs of all customer groups. ~~and shares lessons learnt.~~

Reactive

- 4.8 When a report of damp, mould or condensation is received, our staff will ask relevant questions to try to identify possible causes and any vulnerabilities or individual needs of the resident. Some causes may be obvious – such as leaking gutters or overflows. In these cases, remedial repairs will be ordered in line with our repairing timescales.
- 4.9 Where the cause is not immediately obvious, a surveyor or Specialist Contractor will visit the home to carry out an inspection. We will offer an appointment when the resident first reports the issue, within 5 days. We will prioritise cases that are considered urgent within this timescale.
- 4.10 The purpose of the inspection is to identify the cause of the dampness, for

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example whether the issue is damp related (e.g. rising or penetrating damp) or condensation related.

- 4.11 During the visit, findings will be recorded and where a report is produced, a summary of this will be provided to the resident once this is available.
- 4.12 If the issue is identified as condensation-based, WHBC will provide information and guidance to the resident. This information will include a discussion on the possible causes of condensation and some solutions that may help. In most cases, once these measures have been in place for a few weeks, the issue is reduced or eliminated.
- 4.13 If the issue is identified as building related, the remedial works will be identified and scheduled appropriately based on the survey recommendations. The resident is informed of the works that will be undertaken and the timescales.
- 4.14 For cases where there are repeated reports of damp, mould and condensation and/or where there is a dispute or no resolution; or where the visit identifies so, we may use specialist equipment to identify the cause.
- 4.15 We will ensure no blame is attached to any damp and mould case and language and actions reflect an appropriate and non-judgemental approach.
- 4.16 If there is reason to suspect that the damp and mould issue is more widespread than one property, WHBC, will review adjacent or neighbouring properties.
- 4.17 After a satisfactory conclusion of a damp and mould case we will follow up at the 1 month and 6 month stage to ensure no recurrences.
- 4.18 A diagram of the process is provided in Appendix 1.

Types of Damp

- 4.19 For the purpose of this policy three main types of damp are included, and are defined as Rising Damp, Penetrating Damp and Condensation Damp:

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- **Condensation Damp** - Condensation occurs when moisture held in warm air comes into contact with a cold surface and then condenses producing water droplets.

This can take two main forms:

- Surface condensation arising when the inner surface of the structure is cooler than the room air.
 - Condensation inside the structure (interstitial) where vapour pressure forces water vapour through porous materials (e.g., walls), which then condenses when it reaches colder conditions within the structure.
- **Rising Damp** - The movement of moisture from the ground rising up through the structure of the building through absorption.
 - **Penetrating Damp (including internal leaks)** - Water penetrating the external structure of the building or internal leaks causing damp, rot and damage to internal surfaces and structure. The cause can be the result of, for example:
 - Water ingress due to defective or poor original design/workmanship of the structure
 - Defective components for example roof coverings, external wall doors and windows
 - Defective or blocked rainwater gutters and pipes
 - Defective or leaking internal waste pipes, hot and cold water and heating systems
 - Flooding due to burst pipes

4.20 The conditions that can increase the risk of condensation are:

- Inadequate ventilation e.g., natural opening windows and trickle/background vents and mechanical extraction in bathrooms and kitchens
- Inadequate heating e.g. undersized boilers and radiators, draught stripping
- Inadequate thermal insulation. e.g., missing, or defective wall and loft insulation
- High humidity e.g., presence of rising and penetrating damp
- Poor building design and construction – specific cold areas (bridging) which are integral with the building construction

4.21 The conditions that can lead to condensation are:

- Poor ventilation – not opening windows, defective fans, blocking up vents not turning on extract fans, not allowing air to circulate around furniture
- Poor heating – not heating the house, which can be a result of fuel poverty
- Defective insulation –dislodged insulation in lofts

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- High humidity - not covering pans when cooking and drying laundry inside the house can contribute to this
- Overcrowding

4.22 Mould is a natural organic compound that develops in damp conditions and will only grow on damp surfaces. This is often noticeable and present in situations where condensation damp is present.

5. Complaints and Compensation

- 5.1 We take damp and mould seriously and aim to identify the cause and resolve these issues as soon as possible. However, we understand that there might be times when residents are not satisfied with our actions and may wish to use our complaints policy procedure. We will, however, continue to work to resolve the issues. We will identify any lessons learned to improve our service. We will continue to deal with your complaint through our complaints procedure, even if a Pre-Action Protocol for Housing Conditions Claims ~~or legal action~~ has been instigated. The Housing Ombudsman's view is that a matter does not become 'legal' until proceedings have been 'issued'. The issuing of proceedings involves filing details of the claim, such as the Claim Form and Particulars of Claim, at court. At that point we will follow the protocol for housing conditions.
- 5.2 Complaints and compensation for works, decant and disturbance are considered under a separate Policy ~~iesy~~ should this apply.
- 5.3 If a resident indicates that damage has been caused to their personal property, such as furniture or clothes, photographs will be taken, and residents reminded that reasonable action must be taken to mitigate any losses. There is no automatic right to compensation for damage in these circumstances, so minimising the amount of damage caused, by, for example, cleaning goods or storing them in areas with more air flow, is advisable. The Council may offer some assistance in this respect at its discretion.
- 5.4 There is a separate process for claims for personal injury or property damage, details of which can be found on the Council's website <https://www.welhat.gov.uk/council/compensation-claims>
- 5.5 Any out-of-pocket expenses incurred by the resident as a result of managing the damp and mould, need to be discussed with us and agreed in advance where possible. This might, for example, include additional gas and/or electricity used for running any special equipment. If this is likely, this will be explained to the resident and a payment will be made to compensate them for these costs relating to the use of the equipment.
- 5.6 In certain circumstances, residents may have recourse under the Landlord and Tenant Act 1985, the Housing Act 2004 and the Homes (Fitness for Human Habitation) Act 2018 to challenge Landlords, and requests under this legislation are outside of this Policy, including requests for recompense. In all cases where compensation is claimed, we will use the information from our onsite inspections and testing to assess the validity of the claim. Claims for

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compensation are handled by our insurance officer and insurer.

6. Major Works

- There may be circumstances in which it might be necessary to require the household members to vacate their permanent home. These might include, for example, when major structural repairs, refurbishments or improvements are required to the property, which would pose considerable risk to the wellbeing of the household, should they remain in occupation
- It is considered necessary due to the vulnerability or age of the residents

6.1 Should moving out be necessary, our Decant Policy will be followed, or priority may be given via [the exceptional circumstances panel or our](#) Allocations Policy if a permanent move is deemed necessary.

7. Communication

- 7.1 ~~We will~~ [Our aim is to](#) keep the resident informed of any findings, works to be undertaken and timescales. We will share the survey results carried out by our approved Specialist Contractor if requested.
- 7.2 For general guidance and information about damp and mould, we may use social media, our website, or newsletter to provide this.
- 7.3 We have provided a number of videos and publications available through our website relating to damp and mould.

8. Performance Management

- 8.1 We will make records of information from conversations, inspections and testing and these will be kept in our information management system.
- 8.2 Our Property Maintenance ~~and Climate Change~~ team will review information relating to damp and mould. Weekly operational meetings are held with our contractor to review and progress cases of damp and mould and agree actions on more complex cases. This is then reported into the [Social Housing](#) strategic ~~Board damp and mould group~~.
- 8.3 Complaints are circulated weekly to Managers to ensure that they are progressing them within the complaint handling timescales.
- 8.4 We review our disrepairs cases on a weekly basis in the property maintenance services team and on a monthly basis with the legal team. Any lessons learnt from cases of disrepair are shared with the repairs team to ensure improvements are made where required.

9. Privately rented properties

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- 9.1 Tenants in privately rented properties [and housing association properties](#) will also experience issues with damp and mould. In the first instance, our Private Sector Housing Team would usually encourage the tenants to raise this with their landlord or managing agent to give them the opportunity to investigate and rectify the issue, whilst providing advice and guidance to the tenants on how to alleviate dampness within their homes. This does include landlords who are Housing Associations as well as private sector landlords.
- 9.2 If the landlord or managing agent fail to act on a report by their tenant, for the damp and mould issue persists or the matter is serious, the Private Sector Housing team will investigate. This will usually involve both tenant and Landlord/Agent to obtain further information about the property and the suspected causes of the dampness in the first instance.
- 9.3 In most cases, officer from the team will arrange a [Housing, Health and Safety Rating Scheme \(HHSRS\)](#) inspection of the property. If there is a damp and mould issue, then the team will either ensure that the matter is addressed voluntarily by the landlord or managing agent within a reasonable time or will take enforcement action to ensure this is addressed.
- 9.4 The communication campaign mentioned in paragraph 7.2 and 7.3, will include raising awareness of damp and mould issues and how to report them for privately renting tenants as well as council tenants.
- 9.5 There is also information about damp, mould and condensation on the Council's website, and details of how to report concerns about damp and mould to the private sector housing team.

10. Review

- 10.1 This policy will be reviewed every three years or following significant legislation and/or regulatory change.

Please see the attached damp and mould process map.

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Part I

Main author: Nuvin Ramiah

Executive Member: Cllr Sandreni

Bonfante

Wards: All

WELWYN HATFIELD BOROUGH COUNCIL

CABINET HOUSING PANEL – 19 MARCH 2025

REPORT OF THE EXECUTIVE DIRECTOR (RESIDENT SERVICES AND CLIMATE CHANGE)

DOMESTIC ABUSE POLICY

1 Executive Summary

- 1.1 This report recommends the approval and adoption of the updated Domestic Abuse (DA) Policy set out in Appendix A. The policy applies to all council housing tenants and leaseholders of Welwyn and Hatfield Borough Council (WHBC) as well as all residents of and visitors to the Borough
- 1.2 The draft updated DA Policy provides guidance on how the Council will deal with and respond to DA reports it receives through a framework of prevention, support and enforcement.
- 1.3 The updated draft DA Policy reflects changes to the previous policy in the following areas:
 - Review of legislation and regulatory standards

2 Recommendation

- 2.1 Cabinet housing Panel to note the content of the revised domestic abuse policy (as set out in Appendix A).
- 2.2 If Cabinet Housing Panel unanimously agree the domestic abuse policy, that the Panel agree that the decision to approve the policy be taken by the executive member using their delegated powers, subject to any feedback from the Residents Panel.

3. Explanation

- 3.1 The current DA Policy was approved in 2022 but is now due for revision.
- 3.2 The Council is a key partner in the Community Safety Partnership (CSP), which has four key priorities via a published annual action plan:
 - Help people feel safe within their homes and local community
 - Safeguard vulnerable people
 - Support and protect victims of DA and prevent future harm
 - Working in partnership to prevent and tackle serious violence
- 3.3 The DA Policy provides a consistent and proportionate response to all forms of behaviours that are classed as DA.

- 3.4 The DA Policy is clear on the Council's commitment to delivering a preventative and victim centred approach to dealing with DA.

Implications

4. Legal Implications

- 4.1 The DA Policy was comprehensive reviewed and updated in 2022 in order to comply with the new Domestic Abuse Act 2021. Since the Policy was updated there has not been any significant changes in legislation or regulatory standards in order to comprehensively update the Policy.
- 4.2 This Policy will be reviewed and updated in due course should any significant legislative changes occur and at this point key partners will be consulted with.
- 4.3 In relation to our role as a landlord of council housing, there are Regulatory Standards set by the Regulator of Social Housing. The Neighbourhood and Community Standard requires that we must have a policy for how they recognise and effectively respond to cases of domestic abuse.

Financial Implications

- 5.1 There are no known new financial implications arising from the revised DA Policy.

6. Risk Management Implications

- 6.1 The risks related to this proposal are:
- Failure to manage domestic abuse could cause harm to residents and present a reputational risk to the Council. This would be significantly mitigated by having a robust policy in place.

7. Security and Terrorism Implications

- 7.1 There are no implications from this DA Policy.

8. Procurement Implications

- 8.1 There are no new procurement implications arising from this DA Policy at this time.

9. Climate Change Implications

- 9.1 There are no new climate change implications arising from this DA Policy.

10. Human Resources Implication(s)

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

11. Health and Wellbeing Implications

- 11.1 DA can have a significant impact on the health and wellbeing of victims and children of victims, their wider families and the community. The DA Policy sets out a victim centred approach to have a positive impact on the health and wellbeing of residents and visitors to WHBC.

12. Communication and Engagement Implications

- 12.1 The DA Policy will be published on the Council's website. The Policy communicates to the public what they can expect from how we will deal with DA, how services can be accessed and timescales for response. We also undertake campaigns and events to promote awareness of domestic abuse.

13. Link to Corporate Priorities

- 13.1 The subject of this Policy is linked to the Council's Corporate Priorities:
- Together create opportunities for our community

14. Equality and Diversity

- 14.1 An Equality Impact Assessment (EqIA) has been carried out and found there the policy generally has a positive impact on some of the protected characteristics. (Appendix B).

Name of author(s):	Nuvin Ramiah
Title(s)	ASB and Community Safety Manager
Date	25 February 2025

Appendices:

Appendix A – Revised Domestic Abuse Policy
Appendix B - EqIA

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**WELWYN
HATFIELD**

Welwyn Hatfield Borough Council

Domestic Abuse Policy

Scope:	This policy applies to all residents of Welwyn Hatfield Borough Council and any persons who may approach the council as a victim of Domestic Abuse.
Effective Date:	March 2025
Review Date:	March 2028 unless legislation, statutory guidance or otherwise required.
Author:	Nuvin Ramiah (ASB & Community Safety Manager)
Policy Owned by:	Nuvin Ramiah (ASB & Community Safety Manager)
Statute:	<p>The Children Act 1989 Housing Act 1996 Family Law Act 1996 Protection from Harassment Act 1997 Data Protection Act 2018 Crime & Disorder Act 1998 S.17 Freedom of Information Act 2000 Homelessness Act 2002 Homelessness Reduction Act 2017 Anti-Social Behaviour Act 2003 Domestic Violence, Crime and Victims Act 2004 Civil Partnership Act 2004 Protection of Freedoms Act 2012 Anti-Social Behaviour, Crime and Policing Act 2014 Serious Crime Act 2015 Domestic Abuse Act 2021 Housing Act 1985 Protection from Harassment Act 1997</p>
National Standards:	<p>Strategy to end violence against women and girls: 2021 to 2024 & position statement on male victims Homelessness code of guidance for local authorities</p> <p>Classification: Unrestricted</p>

Domestic Abuse Policy

1 Scope

- 1.1 This policy applies to all tenants, leaseholders, residents, and employees of Welwyn Hatfield Borough Council (WHBC) as well as any victims of domestic abuse who are seeking assistance from WHBC.

2 Policy Statement

- 2.1 The aim of the policy is to set out the approach of WHBC when identifying and dealing with incidents of domestic abuse.
- 2.2 The specific objective of the Domestic Abuse Policy is to ensure that we provide a consistent and supportive service to anyone who is experiencing domestic abuse in accordance with Government legislation.
- 2.3 For Welwyn and Hatfield to be a safe place for individuals and families, where domestic abuse is not tolerated.
- 2.4 Victims and perpetrators of domestic abuse should have access to support services at the right time to keep victims free from harm and to help perpetrators break the cycle of abuse.

3 Key Principles

- 3.1 At WHBC we believe that nobody should live in fear of violence, abuse, stalking or harassment so our priority is to provide an accessible and responsive service.
- 3.2 We will take a harm centred and victim focussed approach to deal with cases of domestic abuse empathetically, sensitively and in accordance with the victims' needs.
- 3.3 We will work in partnership to ensure that survivors of domestic abuse and their children receive the support that they need, when they need it, and to ensure that services are joined-up and well sign-posted.
- 3.4 We will raise awareness of domestic abuse to educate, reduce recurrences and prevent incidents of domestic abuse occurring.
- 3.5 Whilst women and girls are disproportionately affected by all forms of domestic abuse, we will support any individual experiencing such issues irrespective of age, gender, sexuality, disability, ethnicity, religion, social background, or any other protected characteristics identified in the Equality Act 2010.

4 Definition of Domestic Abuse

4.1 We use the principles of the Government definition of domestic abuse.

The behaviour of a person towards another person is “domestic abuse” if both parties are each aged 16 or over and are personally connected to each other, and the behaviour is abusive.

Behaviour is “abusive” if it consists of any of the following:

- Physical or sexual abuse
- Violent or threatening behaviour
- Controlling or coercive behaviour
- Economic abuse
- Psychological, emotional, or other abuse

It does not matter whether the behaviour consists of a single incident or a course of conduct.

- 4.2 Controlling behaviour is defined as a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.
- 4.3 Coercive behaviour is defined as an act or a pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish, or frighten their victim.
- 4.4 Controlling and coercive behaviour is defined under section 76 of the Serious Crime Act 2015 as causing someone to fear that violence will be used against them on at least two occasions or generating serious alarm or distress that has a substantial effect on their usual day to day activities.
- 4.5 Economic abuse involves behaviours that interfere with an individual's ability to acquire, use, and maintain economic resources such as money, transportation, and utilities. It can be controlling or coercive. It can make the individual economically dependent on the abuser, thereby limiting their ability to escape and access safety.
- 4.6 Stalking is a pattern of persistent and unwanted attention that makes you feel pestered, scared, anxious or harassed. Some examples of stalking are:
- Regularly giving unwanted gifts
 - Making unwanted communication
 - Damaging property
 - Repeatedly following you or spying on you

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- Threats

Taken in isolation, some of the behaviours may seem like small acts, but together they make up a consistent pattern of behaviour that is frightening and upsetting. It's important to know that stalking is a criminal offence.

- 4.7 The definition, which is not a legal definition, includes so called 'honour' based violence, female genital mutilation (FGM) and forced marriage, and is clear that victims are not confined to one gender.
- 4.8 The term Violence Against Women and Girls refers to the following range of serious crime types which are predominantly, but not exclusively, experienced by women and girls: Domestic Violence and Abuse; sexual offences; stalking; FGM; crimes said to be committed in the name of 'honour'; forced marriage; prostitution; and trafficking for sexual exploitation.
- 4.9 We define people who are 'personally connected' as: intimate partners, ex- partners, family members or individuals who share parental responsibility for a child. There is no requirement for the victim and perpetrator to live in the same household.

5 Children as Victims of Domestic Abuse

- 5.1 Under the Domestic Abuse Act 2021 a child who sees, hears or experiences the effects of domestic abuse and is related to either the victim or perpetrator will also be recognised as a victim of domestic abuse.
- 5.2 A child is a person under the age of 18 years and is related to a person if they are their parent or a person has parental responsibility for the child as stated in the Children Act 1987 or the child and person are relatives as stated in the Family Law Act 1996.

6 Reporting Domestic Abuse

- 6.1 WHBC recognises that reporting domestic abuse or seeking help can be a very frightening experience and is committed to promoting a sensitive and confidential response.
- 6.2 We will offer a range of ways for domestic abuse to be reported to us including in person, over the telephone, in writing, by email or online.
- 6.3 We will respond within one working day and will endeavour to make available an officer of the same gender or ethnicity, where requested. We will also provide translation services where necessary.
- 6.4 We operate a 24 hour control centre service for reporting emergency repairs out of hours

and for homelessness advice, should victims of domestic abuse need emergency repairs or accommodation.

- 6.5 We will report incidents to the police on behalf of individuals (with consent) or support them in doing so or where they feel intimidated or frightened to do it themselves.
- 6.6 We take all reports of domestic abuse seriously and we believe that no one should live in fear of violence or of being abused. Using our discretion, we will provide a sensitive and comprehensive response to anyone approaching us for support in relation to domestic abuse. Above all, we have a 'zero tolerance' approach to those who perpetrate domestic abuse, both as a local authority and a landlord. We will investigate all reports that we receive including those from witnesses or third parties who are concerned that domestic abuse is taking place.

7 Supporting Victims and Witnesses

- 7.1 WHBC will provide a named case worker from the anti-social behaviour team or the housing options team who will agree a clear action plan, setting out the steps we will take to investigate a case and what support we can offer.
- 7.2 We will agree a safe place to meet and a safe way of communicating so as not to put the victim at greater risk.
- 7.3 We will ensure that a risk assessment using the Domestic Abuse, Stalking and Honour Based Violence (DASH) Risk Identification Checklist is completed. This may be carried out by a trained member of WHBC staff or by another agency who is better placed to complete it. Where the DASH assessment meets the local authority threshold for the Multi-Agency Risk Assessment Conference (MARAC), it will be referred.
- 7.4 We will work with our partners to ensure that support is co-ordinated and that those affected by domestic abuse have access to the right services at the right time.
- 7.5 We will ensure that our frontline staff receive appropriate and on-going training necessary to safely identify, assess, refer for support, and manage cases of domestic abuse.
- 7.6 We will offer advice and support regarding housing options where it is unreasonable for a person to continue to occupy their home if it is probable that this will lead to domestic abuse or other violence taking place.
- 7.7 Where survivors wish to remain in their current home we will offer advice and guidance on how to manage changes to tenancies and can provide security measures such as additional locks, lighting, or ring doorbells.
- 7.8 We will signpost or refer to more specialist services where appropriate.
- 7.9 We will regularly review action plans and assess risk to ensure that the needs of those experiencing domestic abuse are at the core of our support.
- 7.10 Closure of the case will be agreed with the victim unless the victim is not engaging. In

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this instance, any other agencies involved in the case will be notified that WHBC has closed the case.

8 Action Against Perpetrators

- 8.1 WHBC will take firm action against anyone perpetrating domestic abuse which may include civil action such as an injunction or possession proceedings.
- 8.2 Where the perpetrator is a tenant of WHBC, this is a clear breach of their tenancy in addition to the criminal aspect. We will make use of appropriate tools and powers to sanction and support perpetrators, including the use of injunctions, Notice of Seeking Possession, and repossession.
- 8.3 Where the perpetrator is not a WHBC tenant, another agency or service may be best placed to take action such as the police or even the victim themselves.
- 8.4 We acknowledge that perpetrators may have their own vulnerabilities and will assess the support needs of the perpetrator at the earliest stage. When considering any form of legal action we will endeavour to undertake a proportionality assessment to ensure action is necessary and proportionate and that we have considered the Human Rights Act 1998 and the Equalities Act 2010.
- 8.5 Where support needs are identified we will work with the perpetrator where appropriate or signpost to perpetrator programmes or other agencies in an effort to break the cycle of abuse.

9 Safeguarding

- 9.1 We understand that victims of domestic abuse may be vulnerable for a number of reasons and that a person's vulnerability and safety can change during the course of a case.
- 9.2 We will ensure that a risk assessment using the Domestic Abuse, Stalking and Honour Based Violence (DASH) Risk Identification Checklist is completed. This may be carried out by a trained member of WHBC staff or by another agency who is better placed to complete it. Where the DASH assessment meets the local authority threshold for the Multi-Agency Risk Assessment Conference (MARAC), it will be referred.
- 9.3 We will not give details or information to anyone without permission unless there are serious concerns for the safety of any victim, perpetrator, or household member. In cases where safeguarding concerns are apparent, we have a legal responsibility to share information and where appropriate a safeguarding referral will be made.
- 9.4 Where there are reports or concerns that children have either witnessed or been involved in domestic abuse a safeguarding referral will be made.

10 Working in Partnership

- 10.1 We recognise that we cannot assist those experiencing domestic abuse in isolation

and that a co-ordinated response is essential to ensure that survivors and their families receive the correct support.

- 10.2 WHBC is a key member of the Domestic Abuse Forum that shares statistics, embeds the Hertfordshire Domestic Abuse Strategy, and helps to inform good practice across the district.
- 10.3 We commit to training and promoting Domestic Abuse Champions within WHBC as a supporter of the Champions Network in Hertfordshire.
- 10.4 WHBC is an active partner of MARAC which facilitates, monitors, and evaluates effective information sharing to enable appropriate actions to be taken to increase the safety of victims. MARAC combines up to date risk assessments and links them to a risk management plan and the provision of services appropriate to those involved in domestic abuse, victim, children, and perpetrator.
- 10.5 The Community Safety Partnership will promote the engagement of multiple agencies to identify, prevent, intervene, and reduce the impact of domestic abuse as well as raising the profile of available services.
- 10.6 We will work collaboratively to break down harmful gender and cultural barriers that make it difficult for some victims to report domestic abuse and engage with services.

11 Information Sharing and Confidentiality

- 11.1 We will maintain confidentiality when dealing with cases of domestic abuse and will always seek consent from those reporting domestic abuse before disclosing information to any other agency. However, where cases meet the Multi-Agency Risk Assessment Conference (MARAC) threshold, where there are safeguarding concerns or it is believed a crime has taken place, we have a legal basis for sharing information irrespective of whether consent has been gained.
- 11.2 When we share information, we will ensure that we transfer it safely and store it appropriately.
- 11.3 Should we receive Freedom of Information or Subject Access Requests we will deal with these lawfully and within guidance from the Information Commissioners Office.

12 Employer

- 12.1 WHBC aims to provide a safe and supportive workplace for all employees, especially those experiencing domestic abuse. We are taking practical steps to build awareness, develop support mechanisms and offer flexibility to employees who are victims of domestic abuse. This includes being able to spot the signs of abuse, knowing how to respond to a disclosure from a member of staff or colleague and signposting to specialist domestic abuse and victims' organisations.

12.2 We have a network of Domestic Abuse champions that can provide advice and signposting to staff. If we become aware of staff who are experiencing domestic abuse we will signpost them to the available services for support.

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13.12 Review of Decision and Complaints

13.12.1 Any person who is not satisfied with how WHBC or its contractor(s) has delivered the service they have received, they have the right to have their case investigated.

13.12.2 The person should follow the council's complaint procedure if they wish to make a complaint about quality of the service they have received.

14.13 Monitoring

14.13.1 This policy will be reviewed every three years unless legislation, statutory guidance or business developments require otherwise. This is to ensure we continue to meet our key principles and deliver good practice.

14.13.2 We will monitor how many domestic abuse cases are reported to us, our response times and how many survivors approach us with a housing need and are assessed under homelessness legislation.

14.13.3 All cases of domestic abuse that are reported to us will be audited by a team leader or manager within three working days of it being responded to.

14.13.4 We will capture feedback on cases of domestic abuse to ensure that we can continue to improve our service and that it meets the needs of those accessing it.

15.14 Equality and Diversity

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

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

15.14.3 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.

15.14.4 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).

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~~15.5~~14.5 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:	Safeguarding Adults Policy Safeguarding Children Policy Anti-social Behaviour Policy Allocations Policy Equality ,-and Diversity and Inclusion Strategy-Policy Corporate Enforcement Policy Data Protection Policy
Forms and Letters:	Domestic Abuse, Stalking and Honour Based Violence (DASH) Risk Identification Checklist Proportionality Statement

Appendix B


**WELWYN
HATFIELD**
Welwyn Hatfield Borough Council
Equality Impact Assessment

Assessment completed by: Nuvin Ramiah

Name of policy/project/service to be assessed	Domestic Abuse Policy
At what stage of consultation has this EqlA been prepared?	Pre consultation <input type="checkbox"/> Post consultation <input type="checkbox"/> No consultation required <input checked="" type="checkbox"/>
Method of analysis undertaken and dates	Managers – desktop screening <input checked="" type="checkbox"/> Date: Feb 25 Employee Forum <input type="checkbox"/> Date: Stakeholder review <input type="checkbox"/> Date:
Who does the policy or service affect?	Customers (public) <input checked="" type="checkbox"/> Internal (staff/Members) <input checked="" type="checkbox"/> External (partners/contractors/agencies) <input checked="" 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"> To set out how we will deal with Domestic Abuse and violence against women and girls. To provide a consistent and supportive service to anyone who has experienced domestic abuse.
What equality data is available relating to the use or implementation of the policy, project or service?	Hertfordshire Joint Strategic Needs Assessment on Domestic Abuse 2019 suggests; <ul style="list-style-type: none"> One in four women and one in 6 men endure violence from a partner, ex-partner or family member. 73.9% of Hertfordshire victims are female during 2016 & 2017. Significant increase in victims aged between 17-26 and 27-36.

	<ul style="list-style-type: none">• Individuals from Black and Ethnic Minority Groups experienced the most DA in the Boroughs of Watford and Three Rivers during 2018 accounting for 16.6% of all Herts MARAC referrals.
What consultation has taken place in the development or review of the policy, project or service?	

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	Y	Y		<p>Positive Our DA Policy works in line with our Safeguarding Adults at Risk and Safeguarding Children Policy.</p> <p>Negative Our DA Policy applies to anyone over the age of 16 as defined by the Government definition. Below that age group the Safeguarding Children Policy applies.</p>
Disability	Y	Y		<p>Positive Signposting to support agencies where the victim/perpetrator has disabilities Completion of a Risk Assessment paying regard to protected characteristics Completion of a proportionality statement before taking legal action to demonstrate we have considered the needs of the perpetrator and are acting with regard to the Equality Act 2010.</p> <p>Negative The perpetrator may be committing domestic abuse as a result of mental health issues. We will work with the perpetrators to help them, but it may also be necessary to take enforcement action to keep their victims safe. The perpetrator may not qualify for help as they do not meet the criteria for a particular agency. The perpetrator may not be able to understand and remember what is expected from them as a tenant or what is being said to them. They also may not have the ability to change their behaviour because of their mental health needs. A better relationship with the Mental Health Team is being developed to overcome this.</p>
Ethnicity	Y	Y		<p>Positive Completion of Risk Assessment to assess the extent of harm and risk Domestic Abuse is having on the complainant/perpetrator due to their ethnicity and cultural traditions. Some forms of violence against women and girls is cultural.</p>

				<p>We will seek to provide an officer of the same ethnicity where possible.</p> <p>Negative Communication barrier if English is not the first language – translator services will need to be employed.</p>
Gender re-assignment			Y	The implementation of this policy will have no direct impact on this characteristic however our DA Policy specifically states that we will support any individual experiencing domestic abuse irrespective of any protected characteristics.
Marriage/Civil partnership			Y	The implementation of this policy will have no direct effect on this characteristic.
Pregnancy & Maternity			Y	The implementation of this policy will have no direct effect on this characteristic.

	Positive Yes/No	Negative Yes/No	Neutral Yes/No	Evidence & Comments
Religion or belief	Y			Positive The implementation of this policy will have no direct impact on this characteristic however our DA Policy specifically states that we will support any individual experiencing domestic abuse irrespective of any protected characteristics.
Sex			Y	The implementation of this policy will have no direct effect on this characteristic.
Sexual orientation	Y			Positive The implementation of this policy will have no direct impact on this characteristic however our DA Policy specifically states that we will support any individual experiencing domestic abuse irrespective of any protected characteristics.

Equality Impact Assessment Outcome:

- Low risk ☒
- Medium risk ☐
- High risk ☐

Any other comments:

For Steering Group use only:

Comments:

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Part I

Main author: Hazel Jarvis

Executive Member: Cllr Gemma Moore

Ward: All

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

MUTUAL EXCHANGE POLICY REVISION

1 Executive Summary

- 1.1 The report recommends the approval of the revised Mutual Exchange policy.
- 1.2 The existing Mutual Exchange policy was agreed at Cabinet Housing panel on 18th March 2021.
- 1.3 Section 92 of the Housing Act 1985 provides a legal right for two or more social housing tenants to exchange properties where they occupy permanent, self-contained accommodation and where the consent of all landlords is given.
- 1.4 The revised policy sets out how the council will process exchange applications in a fair and consistent way and in accordance with legislation.
- 1.5 The policy sets out clearly tenants' obligations and responsibilities also ensuring that they understand the implications of mutual exchange.

2 Recommendation(s)

- 2.1 Cabinet Housing Panel are asked to note and agree the revised Mutual Exchange policy.
- 2.2 If Cabinet Housing Panel unanimously agree the Mutual Exchange Policy, that the Panel agree that the decision to approve the policy be taken by the executive member using their delegated powers; subject to any feedback from the Residents Panel.

3 Explanation

- 3.1 The Mutual Exchange Policy (Appendix A) explains the Council's approach is towards the exchange of properties between two or more social housing tenants. It offers mobility and choice to those who may not have access to a housing needs register or may not have sufficient priority to move quickly through the normal allocation process. It can also help in situations where tenants need to move to a completely different area or to a different sized property.
- 3.2 The specific objectives of the Mutual Exchange Policy are to:
 - Provide staff and tenants with a clear framework for undertaking a mutual exchange.
 - Ensure staff and tenants understand the implications of mutual exchange as well as their obligations and responsibilities throughout the process.
 - Set out the grounds for refusing a mutual exchange.

3.3 The Mutual Exchange Policy has been reviewed and updated. The changes to the Policy are:

- Table in paragraph 4.2 regarding the surrender and regrant of secure/Assured tenancies posts April 2012
- Updated paragraph 6.1 regarding full property inspections and health and safety compliance work to be undertaken before a mutual exchange takes place and any unauthorised work or works poses a health and safety risk must be resolved before the mutual exchange takes place
- Detailing the grounds under which a mutual exchange can be refused for tenancies created after 1 April 2012
- Detailing the process for how decisions of refusal of a mutual exchange can be reviewed by officers
- Updating the policies that relate to the mutual exchange policy (section 13).

Implications

4 Legal Implication(s)

4.1 The Housing Act 1985 regulates mutual exchanges depending on the type of tenancy and the grounds of refusal.

4.2 The Regulatory Standards set the by Regulator of Social Housing specify requirements that social landlords must meet. This includes the Tenancy Standard which requires that social landlords:

- must offer a mutual exchange service which allows relevant tenants potentially eligible for mutual exchange, whether pursuant to a statutory right or a policy of the registered provider, to easily access details of available matches without payment of a fee
- must publicise the availability of any mutual exchange service(s) it offers to its relevant tenants
- must provide support for accessing mutual exchange services to relevant tenants who might otherwise be unable to use them
- must offer tenants seeking to mutually exchange information about the implications for tenure, rent and service charges.

5 Financial Implication(s)

5.1 There are no direct financial implications from this Policy. All expenditure is within agreed existing budgets.

6 Risk Management Implications

6.1 Failure to an appropriate policy and arrangements in place for mutual exchange could give rise to complaints and findings of fault by the Regulator or Social Housing or Housing Ombudsman and cause reputational damage to the Council.

7 Security and Terrorism Implication(s)

7.1 There are no direct implications from this report.

8 Procurement Implication(s)

8.1 There are no direct implications from this report.

9 Climate Change Implication(s)

9.1 There are no direct implications from this report.

10 Human Resources Implication(s)

10.1 There are no direct implications from this report.

11 Health and Wellbeing Implication(s)

11.1 The ability to facilitate tenants to move homes will contribute positively towards the safety, health and wellbeing of our tenants.

12 Communication and Engagement Implication(s)

12.1 There are no direct implications from this report. It is essential that we communicate well with tenants about mutual exchange and the properties available.

12.2 The Council uses the Home Swapper website to advertise available properties for mutual exchange.

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) has not been undertaken for this review as there are only minor amendments that do not impact protected characteristics.

Name of author	Hazel Jarvis
Title	Neighbourhoods Team Leader
Date	24 February 2025

Appendix A – Mutual Exchange Policy

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Welwyn Hatfield Borough Council

Mutual Exchange Policy

Scope:	This policy applies to all tenants who have a Secure Tenancy or a Flexible Tenancy with Welwyn Hatfield Borough Council and anyone applying to become a WHBC Tenant by way of exchange.
Effective Date:	March 2025
Review Date:	March 2028
Author:	Hazel Jarvis; Neighbourhood Team Leader
Policy Owned by:	Neighbourhood Team Leader
Statute:	Housing Act 1985 Housing Act 1988 Housing Act 1998 Housing Act 2004 Equality Act 2010 Localism Act 2011 Homes (Fitness for Human Habitation) Act 2018 Crime & Disorder Act 1998.

Classification: Unrestricted

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Mutual Exchange Policy

1 Scope

- 1.1 A mutual exchange is when two or more social housing tenants swap homes with the permission of their landlord. It offers mobility and choice to those who may not have access to a housing needs register or sufficient priority to move quickly through the normal allocation process. It can also help in situations where tenants need to move to a completely different area or to a different size property.
- 1.2 This policy applies to all Welwyn Hatfield Borough Council (WHBC) tenants who have a Secure Tenancy or a Flexible Tenancy and anyone applying to become a WHBC tenant via way of mutual exchange.

2 Policy Statement

- 2.1 The aim of this policy is to ensure that all mutual exchange applications are dealt with consistently, fairly and in accordance with legislation.
- 2.2 The specific objectives of the Mutual Exchange Policy are to:
 - 2.2.1 Provide staff and tenants with a clear framework for undertaking a mutual exchange.
 - 2.2.2 Ensure staff and tenants understand the implications of mutual exchange as well as their obligations and responsibilities throughout the process.
 - 2.2.3 Set out the grounds for refusing a mutual exchange.

3 Right to Exchange

- 3.1 The right to exchange varies depending on the type of tenancy agreement. Any WHBC tenant with a secure lifetime tenancy or a secure flexible tenancy has the right to apply for a mutual exchange with another local authority or registered social landlord tenant.
- 3.2 WHBC tenants with a demoted tenancy may not apply for a mutual exchange.
- 3.3 WHBC tenants who are currently in a review period of their flexible tenancy may not apply for a mutual exchange.
- 3.4 WHBC tenants who are temporarily decanted may not apply for a mutual exchange at the temporary address but may have the right to exchange at their permanent address.
- 3.5 Leaseholders and shared owners cannot apply for a mutual exchange.

3.6 Tenants of other social housing providers are not able to mutually exchange if they hold any of the following tenancies;

3.6.1 Starter or Probationary Tenancy

3.6.2 Assured Shorthold Tenancy (AST)

3.6.3 Licenses

3.6.4 Tenants with a periodic AST as a result of a break notice being issued on a fixed-term tenancy or where a new tenancy has not been signed at the end of a fixed term.

4 Types of Exchange

4.1 Mutual exchanges are carried out in one of two ways;

4.1.1 Through **assignment**. This is where tenancies are swapped at the same time homes are exchanged. The incoming tenant takes on the rights and responsibilities of the outgoing tenant and both will have tenancies with a similar security of tenure. No new tenancy is created. Each tenant will sign a 'Deed of Assignment'.

4.1.2 Through **surrender and re-grant**. This is used in circumstances where a mutual exchange application involves one social housing tenant with a tenancy that was granted before 1st April 2012 and one whose tenancy was granted on or after 1st April 2012 and the security of tenure is different. The tenancies are surrendered and re-granted to offer a similar security of tenure at the new property.

4.1.3 In circumstances where a tenant has inherited their tenancy by succession or it has been legally transferred to them by way of assignment from a family member, the succession rights **follow the tenant** and do not remain with the tenancy i.e. a tenant who is a successor under the original tenancy will remain a successor in their 'new' tenancy following mutual exchange, whichever method of exchange is used.

4.1.4 Existing tenants will only be able to retain their current level of security once (not necessarily for subsequent exchanges) as any further tenancy would have commenced after 1/4/2012 and would not be bound by the same requirements under the Localism Act 2011.

4.2 The table below shows whether an exchange by assignment or by surrender and re-grant will take place.

Tenant 1	Tenant 2	MX by	Exceptions
Flexible/fixed term	Flexible/fixed term	Assignment	
Secure/assured	Secure/assured	Assignment	

Tenant 1	Tenant 2	MX by	Exceptions
Secure/assured pre 1 st April 2012	Flexible/fixed term	Surrender and re-grant	If fixed term has an affordable rent (by assignment)
Secure/assured post 1 st April 2012	Flexible/fixed term	Assignment <u>Surrender and regrant.</u>	

5 Conditions for Mutual Exchange

- 5.1 Consent must be obtained from WHBC and all other landlords before a mutual exchange can take place. In the event that a mutual exchange occurs without our knowledge or consent, the occupants will be treated as unauthorised and legal action to repossess the property may be taken.
- 5.2 The applicants for a mutual exchange must apply under their own free will, having found a suitable property match. They must not have been coerced or forced into making such an application and neither should any money or other form of recompense be offered or take place.
- 5.3 Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 sets out the only grounds on which WHBC may withhold its consent to an exchange.
- 5.4 WHBC may make its consent conditional, i.e. withhold consent but impose conditions on the tenant to make good where a tenant is in rent arrears or in breach of another obligation of the tenancy, depending on the exchange category. In such cases, WHBC can attach a condition requiring the tenant to fulfil the particular obligation that has been breached. Typical examples would be the following:
 - 5.4.1 Rent arrears or any other debts such as former tenant arrears, court costs or rechargeable repairs to be repaid.
 - 5.4.2 Unauthorised alterations to be remedied.
 - 5.4.3 Damage to property or poor condition to be remedied
 - 5.4.4 No other types of condition may be imposed.
 - 5.4.5 Where the exchange is with a tenant from another landlord, WHBC will only approve a mutual exchange on receipt of confirmation in writing from the other landlord that they have consented to the exchange and where a tenant has completed a WHBC reference and there are no obvious grounds to refuse an exchange.
 - 5.4.6 Where a tenancy is in joint names, a mutual exchange will not be approved unless both tenants have completed and signed the mutual exchange application form.

6 The Mutual Exchange

6.1 Once an accurately completed mutual exchange application is received, WHBC has 42 days (six weeks) in which to make a decision failing which we will be unable to rely on the statutory grounds for refusal. The decision can be either to:

- Refuse the exchange (with reasons)
- Approve the exchange, or
- Approve the exchange with a condition

6.2 Providing there are no obvious grounds for refusal on receipt of the application, the property will be jointly inspected by a Neighbourhood Officer and a Building Surveyor, using inspection guidelines. Any unauthorised alterations or non-standard/additional fittings will be recorded and all problematic alterations will need to be removed or rectified by the tenant prior to the mutual exchange taking place.

6.2.1 All properties will have a full property inspection before an exchange can take place.

6.2.2 All Health and Safety compliance work will be carried out before the exchange can take place.

6.2.3 Any tenant alterations or additions to the property are recorded, any potentially problematic alterations are removed.

6.3 The tenant is informed if any work has been done to the property that the surveyor considers a health and safety risk. This must be resolved before the exchange takes place and a follow up inspection is arranged.

6.3 The applicant who wishes to exchange into the property will be encouraged to attend the property inspection, so that any alterations can be highlighted and to ensure that a thorough inspection takes place.

6.4 It will be made clear to both parties that they must make suitable arrangements regarding items left in the property, the garden and any outbuildings. Both parties will be reminded that WHBC is not responsible for removing any items left by the outgoing tenant.

6.4 Where the inspection is satisfactory, WHBC will arrange for electrical tests to be completed.

6.5 Provided there are no grounds for refusal, consent shall be notified to all parties. Should grounds for refusal apply or conditional consent be given, this decision will also be notified in writing to both parties and any other landlords.

6.6 Both parties should be available for the assignment or surrender and re-grant of tenancy to take place and as far as reasonably possible, the surrender of tenancies should occur on the same day.

- It will be agreed with the incoming tenant that WHBC will complete a gas safety check as close to the day of the mutual exchange as possible.

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7 Refusing a Mutual Exchange

7.1 WHBC will not unreasonably withhold permission to mutually exchange and will refer to the following applicable grounds for refusal;

- Schedule 3 of the Housing Act 1985 ; Housing Act 1985 (Appendix 1)
- Schedule 14 of the Localism Act 2011; Localism Act 2011 (Appendix 2)
- WHBC Mutual Exchange Policy

7.2 Schedule 3 applies to secure tenants when the tenancy started prior to 1st April 2012.

7.3 Schedule 14 applies for all tenancies created after 1st April 2012.

7.4 WHBC may refuse a mutual exchange on the grounds of but not limited to :

7.4.1 The the tenant is subject to existing rent arrears

7.4.2 the rent of the new property is not affordable

7.4.3 the tenant will be under occupying the property if the new property is bigger than the householder requires

7.4.4 the property will be overcrowded in the new property.

7.4.5 the property has adaptations which the new tenant does not need

7.4.6 the incoming tenant doesn't require sheltered or age restricted up accommodation on offer

7.4.7 there have been any tenancy breaches or anti social behaviour.

7.4.8 the tenant has been served with a notice of seeking possession

7.4.9 the tenant or the incoming tenant are due to be evicted the tenancy is subject to a court order,

7.5 WHBC cannot legally refuse a mutual exchange for rent arrears unless Schedule 14 grounds apply, however it will usually be made a condition of consent that any rent arrears must be cleared before a specified date and prior to the exchange taking place.

7.6 Exceptions to rent arrears may be considered where an applicant is downsizing due to the benefit cap or welfare reform and is exchanging with another WHBC tenant. A payment plan must be in place, and consent must be sought from the Income and Home Ownership Manager or Assistant Director Finance, Homes & Neighbourhoods, Head of Housing Operations.

7.7 7.6 Some households may be impacted by a reduction in benefit due to welfare reform and whilst we are not able to refuse a mutual exchange on the grounds of affordability, a discussion will take place with the applicant on what can happen if they fail to pay the rent, to enable them to make an informed decision.

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7.8 To ensure that we are fair and consistent, when refusing a mutual exchange on grounds of overcrowding or under-occupation, we use the size criteria outlined in Welfare Reform Act 2012 to determine the 'appropriate size' of accommodation. This means we will allow one bedroom for each of the following:

7.8.1 A single person will be offered a bedsit or one bedroom property.

7.8.2 Two adults living as a couple (whether as part of a larger household or not) will be offered one double bedroom unless there is medical evidence to support the need for separate bedrooms.

7.8.3 Two children (under 16) of the same gender are expected to share

7.1.17.8.4 Two children who are under 10 are expected to share regardless of gender.

7.1.27.8.5 A person who is not a child (aged 16 and over) is entitled to a single bedroom.

7.1.37.8.6 Any other child, (other than a child whose main home is elsewhere).

7.1.47.8.7 Offers will take into account babies once they are born – not before.

7.1.57.8.8 Where two applicants have shared care of children, the children will be counted as part of the household which is normally responsible for them and provides their main home. If a child spends equal amounts of time in different parental households, or there is a question as to whom they normally live with, they will be treated as living with the person who is receiving child benefit for them.

7.9 An exception to the above is where an applicant has an accepted duty and/or an approved application on the council's Housing Needs Register (HNR) with an assessed housing need. In this case, we will assess mutual exchange applications consistently with the minimum assessed housing need of the HNR application, in line with the allocations policy.

7.10 Where the party in the exchange is moving to a council property from another landlord from in/out of the borough and does not have an accepted duty or approved HNR application, we will assess those party's application and housing need in line with the size criteria set out in section 7.7 above.

7.11 Where grounds for refusal relate to an adapted property, we will only reasonably withhold consent where the incoming tenant or a member of the household has no need or requirement and the adaptations are complex. A single and common adaptation may not prevent an exchange from taking place. These are set out in the Aids and Adaptations Policy.

7.12 A mutual exchange will not be refused where the incoming tenant requires the property to be adapted. However, it will be made a requirement that the assessments and funding are approved under the Aids and Adaptations Policy prior to the exchange being agreed.

7.2 Appendices

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8 Right to Repairs

8.1 Incoming tenants will have the same right to repairs as outgoing tenants and in accordance with our [Repairs and Maintenance Policy](#).

• ~~Repairs and Maintenance guide. Any repairs or alterations that were the responsibility of the former/outgoing tenant will pass to the new tenant as they will agree to accept the property 'as seen'.~~

• **8.2** Where the property has been left in an unacceptable condition by the outgoing tenant, WHBC may arrange for clearance to take place and will recharge the outgoing tenant.

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9 Information Sharing and Confidentiality

• **9.1** The mutual exchange application process may require the exchange of references with other landlords. We will disclose all known criminal activity, any reports of anti-social behaviour complaints or breaches of tenancy and any relevant safeguarding issues. We will also provide rent payment history, as requested. We will require consent to share this information via the mutual exchange application form.

• **9.2** When we share information, we will ensure that the transfer of information is done safely, stored appropriately and is not shared with a third party without permission unless there is a legal basis for doing so.

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10 Review of Decision and Complaints

• **10.1** Any person who is not satisfied with the manner in which the council or its contractor(s) has dealt with the service they have received regarding their mutual exchange application, has the right to have their case investigated via the council's complaint procedure.

~~10.10.2~~ **10.2** Any person who has had their request for a mutual exchange refused may request that the decision be reviewed. The tenant should contact the Neighbourhood Team Leader within 14 days of receiving their decision letter. The review will be completed within 14 days (10 working days). If the refusal decision still stands after the review and the tenant is not satisfied they can write to the Service Manager for a final appeal. If the other landlord refuses the application it is down to their tenant to challenge the decision.

11 by using the council's complaints procedure.

211 Monitoring

• **11.1** WHBC will monitor mutual exchanges to ensure the correct application of the policy.

~~11.11.2~~ **11.2** WHBC will monitor the length of time taken to inform a decision to ensure that the 42-day statutory deadline is met.

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Commented [HJ8R6]: @Naomi Rodriguez Mardel I would suggest that the tenant should contact the Neighbourhood Manager to request a review with 14 days of receiving their decision letter. The review will be completed within 14 days (10 working days). If the refusal decision still stands after the review and the tenant is not satisfied with the decision and the reasoning, they can write to the NM for a final appeal. If the other landlord rejects the application it is down to their tenant to challenge the decision.

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12 Equality and Diversity

- The council will treat all customers and staff with fairness and respect. We value diversity and work to promote equality and tackle unlawful discrimination.
- We are committed to helping customers to access information about their homes and services in a way that suits individual needs.
- 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.
- 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).
- 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.

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1312 Related Documents

Document	Link
Connected Policies:	<ul style="list-style-type: none"> • Housing Allocations Policy • Aids & Adaptations Policy • Tenancy Policy • Equality, Diversity and Inclusion Strategy Policy • Data Protection Policy • Repairs and Maintenance Responsive Repairs Policy • Rent Arrears Policy • Succession Policy • Gas Safety Policy • Electrical Safety Policy • Access Policy

	<ul style="list-style-type: none"> • <u>ASB Policy</u> • <u>Vulnerable Person and Reasonable Adjustments Policy</u> • <u>Complaints Policy</u>
Forms and Letters:	<ul style="list-style-type: none"> • Mutual Exchange Application Form • Mutual Exchange Procedure <u>Property</u> Inspection Guidelines
Leaflets:	<ul style="list-style-type: none"> • Exchanging your Home • Repairs and Maintenance – a guide for council tenants and leaseholders

1413 Version History

Version no.	<u>32</u>	Date effective:	<u>19th March 2021</u>
Full / partial review?	<u>New Policy Full Review.</u>		
Brief summary of changes:	<u>New Policy</u>		
Staff consultation (teams):	Homes & using and Communities, Neighborhoods_ ASB Team Property Services (Housing), Legal Services, Income and Home Ownership_ <u>Housing Allocations.</u> <u>Independent Living Team.</u>		
Resident consultation:	Tenants Panel <u>Residents Panel</u>		
Approved By Cabinet / Council:	<u>Executive Member Decision 18th March 2021</u>		
Author:	<u>Kerry Clifford, Neighbourhood and Enforcement Manager</u>		

15 Appendix 1 Schedule 3 of the Housing Act 1985

Ground 1:

The tenant or proposed exchange partner has a possession order outstanding against them, whether or not it has already come into force.

Ground 2:

The tenant or proposed exchange partner has outstanding possession proceedings against them, or a notice of seeking possession is still in force. This only applies if one or more of possession grounds 1–6 apply:

- breach of tenancy conditions or rent arrears;
- nuisance or annoyance to neighbours or immoral/illegal use of the property;
- damage to property
- false application
- sale of previous exchange tenancy (or bribe)

Ground 3:

The incoming tenant would substantially under occupy the property.

Ground 4:

The extent of the accommodation is not reasonably suitable to the needs of the incoming tenant (this could be wider than statutory overcrowding and could include such things as layout, room size or level).

Ground 5:

The property is mainly non-housing, used for non-housing purposes, or is in a cemetery, and was previously tied accommodation while the tenant was employed by the landlord or another specified body.

Ground 6:

The landlord is a charity and the incoming tenant's occupation of the property would conflict with the objects of the charity (note that it is the objects of the charity, not its allocations policy, which is material).

Ground 7:

The dwelling has substantially different features from ordinary dwellings, and is designed for the physically disabled, and if the exchange occurred, there would not be anyone disabled living there.

Ground 8:

If an association or housing trust lets its houses only to those whose circumstances (other than financial) make it difficult for them to find accommodation, and if the exchange occurred, there would no longer be such a qualifying person living there.

Ground 9:

The house is one of a group, which it is the practice of the landlord to let to those with special needs, and a social service or special facility is provided for them (e.g. sheltered housing) and, after the exchange there would not be such a person living there.

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Commented [RB11R10]: Eg list below as correct at point of approval, the full legislation is maintained here: [Housing Act 1985](#)

Commented [HJ12R10]: [Localism Act 2011](#)

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16 Appendix 2 Schedule 14 of the Localism Act 2011 refusal by way of exchange under Section 158.

Ground 1:

This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

Ground 2:

This ground is that an obligation under one of the existing tenancies has been broken or not performed.

Ground 3:

This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

Ground 4:

(1) This ground is that either of the following conditions is met.

(2) The first condition is that—

(a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and

(b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).

(3) The second condition is that—

(a) a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and

(b) the notice specifies one or more of these grounds and is still in force.

Ground 5:

(1) This ground is that either of the following conditions is met.

(2) The first condition is that—

(a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and

(b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)

(3) The second condition is that—

(a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and

(b) the notice specifies one or more of these grounds and is still in force.

Ground 6:

(1) This ground is that either of the following conditions is met.

(2) The first condition is that a relevant order or suspended Ground 2 or 14 possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.

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(3) — The second condition is that an application is pending before any court for a relevant order, a demotion order or a Ground 2 or 14 possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.

(4) — In this paragraph —

• — a “relevant order” means —

(a) — an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour);

(b) — an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);

(c) — an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords);

(d) — an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998; or

(e) — an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003;

• — a “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;

• — a “Ground 2 or 14 possession order” means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.

Ground 7:

This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

Ground 8:

This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of:

(a) — the existing tenant or tenants to whom the tenancy is proposed to be granted, and

(b) — the family of that tenant or those tenants.

Ground 9:

(1) — This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions:

(2) — The first condition is that the dwelling-house

(a) — forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord

(i) — is held mainly for purposes other than housing purposes, and

(ii) — consists mainly of accommodation other than housing accommodation,

or

(b) — is situated in a cemetery.

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(3) — The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of;

- (a) — the landlord under the tenancy;
- (b) — a local authority;
- (c) — a development corporation;
- (d) — a housing action trust;
- (e) — an urban development corporation; or
- (f) — the governors of an aided school.

Ground 10:

This ground is that the landlord is a charity and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.

Ground 11:

(1) — This ground is that both of the following conditions are met:

(2) — The first condition is that the dwelling-house proposed to be let on the new tenancy has features that;

- (a) — are substantially different from those of ordinary dwelling-houses, and
 - (b) — are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house.
- (3) — The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house.

Ground 12:

(1) — This ground is that both of the following conditions are met:

(2) — The first condition is that the landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.

(3) — The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.

Ground 13:

(1) — This ground is that all of the following conditions are met:

(2) — The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs.

(3) — The second condition is that a social service or special facility is provided in close proximity to the group of dwelling-houses to assist persons with those special needs.

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~~(4) The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling house.~~

Ground 14:

~~(1) This ground is that all of the following conditions are met:~~

~~(2) The first condition is that~~

~~(a) the dwelling house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and~~

~~(b) at least half the members of the association are tenants of dwelling houses subject to the agreement.~~

~~(3) The second condition is that at least half the tenants of the dwelling houses are members of the association.~~

~~(4) The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.~~

~~(5) References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A (6) of the Housing and Regeneration Act 2008.~~

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Part I

Main author: Janice White

Executive Member: Cllr Gemma Moore

All Wards

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

DECANT POLICY

1 Executive Summary

- 1.1 This report recommends the approval of the Decant Policy, as set out in Appendix A. The policy details the approach Welwyn Hatfield Council (WHBC) takes should a tenant or leaseholder be required to vacate a property either temporarily or permanently.
- 1.2 The policy is divided into three sections: section one provides an overview, section 2 covers temporary decants, and section 3 covers permanent decants.
- 1.3 The policy reflects the latest guidance from the Housing Ombudsman, spotlight on decants. Appendix 3 sets out how we are meeting the expectations from the Housing Ombudsman's spotlight report.
- 1.4 The policy clarifies that leaseholders should refer to their lease and their building insurance if a temporary decant is necessary.
- 1.5 This policy does **not** apply to unauthorised occupants, lodgers, or households occupying temporary accommodation provided by WHBC and does not cover general compensation claims. If a resident wishes to make a claim for compensation against WHBC, they should refer to WHBC's insurance team.
- 1.6 The Tenants Panel are to be consulted on this policy.
- 1.7 The review of this policy includes amendments as set out in the report and highlighted in red in appendix A.

2 Recommendation

- 2.1 Cabinet Housing Panel to note the contents of the Decant Policy as set out in Appendix A.
- 2.2 If the Cabinet Housing Panel unanimously agrees, the policy will be approved by the Executive Member Decision subject to the consultation with the Tenants Panel.

3 Explanation

- 3.1 Revisions to the Policy are shown in red text.
- 3.2 The policy review has also updated the information about leaseholders being recharged if WHB incurs any expenses decanting a leaseholder where there is no expressed duty in the lease.
- 3.3 The legal and regulatory information has been updated.
- 3.4 Subsistence rates have been reviewed. The sum is payable per night and is intended to cover food and drink while works are carried out to their rented home or

alternative accommodation is secured. The payments are not meant to cover full costs, as some would still have to be met if the tenant lived at home.

- 3.5 Some costs, such as weekly laundry, will only be paid when a receipt is produced.
- 3.6 Appendix C sets out the Housing Ombudsman's expectations for decants of tenants. We are following fourteen of the 15 recommendations for landlords. One area of improvement is to review the information provided about decants and to provide a support plan. A standard template letter will be prepared by the end of April 2025.

4 Legal Implications

- 4.1 As a social housing landlord, we have duties under Social Housing Act 2023, Homes (Fitness for Human Habitation) Act 2018, Landlord and Tenant Act 1985, Decent Homes Standard, commonhold and Leasehold Reform Act 2002, Defective Premises Act 1972 and the Right to Repair Regulations.

5 Financial Implications

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

6 Risk Management Implications

- 6.1 Failure to manage decants effectively and to keep tenants updated has the potential to cause uncertainty and distress for tenants, could give rise to complaints (to the Council and Housing Ombudsman) and cause reputational damage to the Council.

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 new procurement implications arising from this report at this time.

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 Effective management of repairs and maintenance in our housing stock contributes positively towards the health and wellbeing of our residents.

12. Communication and Engagement Implications

- 12.1 There are no direct implications from this report at this time.

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 been carried out in connection with the proposals that are set out in this report. Please see Appendix B.

Name of author(s):	Janice White
Title(s)	Assistant Director: Homes & Neighbourhoods
Date	27 February 2025

Appendices:

Appendix A – Decant Policy.

Appendix B – Equality Impact Assessment

Appendix C - Decant Risk Assessment

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**WELWYN
HATFIELD**

Decant Policy

This Policy sets out Welwyn Hatfield Council (WHBC) approach should a tenant or leaseholder be required to vacate a property either temporarily or permanently.

Scope: It provides guidance on our obligations in these areas to ensure decants are managed efficiently and equitably, in accordance with relevant legislation, and with the least possible disturbance to affected customers.

Effective Date: March 2025

Review Date: March 2027

Author: Assistant Director (Homes & Neighbourhood)

Strategy Owned by: Neighbourhoods Service Manager

Statute: Land Compensation Act 1973
Planning and Compensation Act 1991
Housing Act 1985
Housing Act 1996
Town and Country Planning Act 1990
Human Rights Act 1998
Homelessness Act 2002
Homelessness Reduction Act 2017
Housing Act 2004
Housing and Regeneration Act 2008
Home Loss Payments (Prescribed Amounts) (England) Regulations 2019; these are revised annually.
General Data Protection Regulation 2016 and Data Protection Act 2018
Regulator of Social Housing
National Standards and Guidance Best Value Standards and Intervention
Regulator of Social Housing Safety and Quality Standard
Regulator of Social Housing Tenancy Standard
Regulator of Social Housing Transparency, Influence and Accountability Standard

Related Policies Aids & Adaptation Policy
Complaints policy
Repairs and maintenance Policy
Tenancy policy
Vulnerable person and reasonable adjustments policy

Equality, Diversity & Inclusion Strategy
Vulnerable Person & Reasonable Adjustment Policy
Data Protection Policy



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Introduction

This Policy details the approach Welwyn Hatfield Council (WHBC) takes should a tenant or leaseholder be required to vacate a property either temporarily or permanently. It provides guidance on our obligations in these areas to ensure decants are managed efficiently and equitably, in accordance with relevant legislation, and with the least possible disturbance to affected customers.

The Policy also covers **temporary decants** where tenants will need to temporarily decant from their properties because of necessary works. See Section 15. This policy does not apply to commercial or industrial property, whether the action is due to planned work or an emergency situation.

Leaseholders should refer to their lease and building insurance if a temporary decant is necessary. It will be for insurers to consider the need for alternative accommodation and offer advice and guidance under the relevant buildings insurance cover. WHBC will revert back to the terms of the Lease to clarify our obligations.

Where a **residential leaseholder** has, with the WHBC's consent, granted a sub-lease to a third party, the residential leaseholder will be responsible for the sub-lessee.

This policy does **not** apply to unauthorised occupants or lodgers or households who are occupying temporary accommodation provided by WHBC.

This policy does **not** cover general compensation claims and if a resident wishes to make a claim for compensation against WHBC they should refer to WHBC's compensation redress policy or WHBC insurance team.

1 Objective

- 1.1 This Policy recognises the considerable impact that moving home can have on people's lives; we aim to ensure that decants are carried out sensitively, recognising the significant impact a home move can have on people's lives. We aim to ensure that all decants are, wherever possible, achieved with the agreement of affected customers.
- 1.2 WHBC is committed to providing safe and satisfactory homes; all repairs are carried out in the most effective way that minimises the disruption to residents.

2 Scope

- 2.1 The Decant Policy apply to situations where it is necessary and unavoidable to move customers **temporarily** or **permanently** from their property in the following situations:
- 2.2 Temporarily
Serious housing management issues
Major repairs
- 2.3 Permanently
Demolition
Redevelopment
Sale of the property
Serious housing management issues
- 2.4 The type of accommodation considered will depend on the situation, i.e. whether it is planned or unplanned.

Table 1: Decant Options

Category	Decant Options			
	<i>Friends or family</i>	<i>Emergency temporary accommodation</i>	<i>Temporary (non-emergency)</i>	<i>Permanent</i>
Unplanned				
Planned				

2.6 A temporary decant is when a resident is moved out to enable work or redevelopment of the property to be carried out with the intention of returning them to it as soon as possible.

2.7 A permanent decant is when a resident is moved out of their home and there is no intention to return them to it.

- In unplanned events for example a fire, flood, storm damage or major leak that results in a WHBC tenant having to be moved straight away because the property is unsafe or uninhabitable, emergency temporary accommodation will be arranged until the situation can be fully assessed and/or fully resolved.

The following options may be considered and will depend on the availability and suitability of accommodation and the relative costs. Whilst we will seek to provide temporary accommodation as near to a tenant's home as possible, this may not always be feasible and sometimes accommodations may be located outside the local area.

2.8 Options include:

- Tenant staying with family or friends
- WHBC's temporary accommodation
- Guest rooms in WHBC's sheltered housing schemes
- Bed and breakfast or hotel accommodation
- WHBC's own housing stock (depending on availability)
- Temporary accommodation made available for this purpose by a partner agency or private sector landlord
- Accommodation sought from a neighbouring local authority

2.9 The daily rate for subsistence payments is set out in Appendix 1. No additional payments will be made except those in the decant policy.

2.10 Where subsistence payments do not cover a situation, for example, if the family or friends are not in the local area but within the neighbouring local authority, the Service Manager for Neighbourhoods will consider whether to reimburse for the additional travel costs. The maximum that will be paid will be based on the costs of public transportation or car mileage and will be paid upon the production of receipts.

2.11 WHBC must ensure that public funds are used effectively; in deciding, the Service Manager will consider whether the offer of temporary accommodation is more cost-effective.

2.12 The sum for subsistence is payable per night and is intended to cover food and drink while works are carried out to their rented home or alternative accommodation is secured. The payments are not meant to cover full costs, as some of these costs would still have to be met if the tenant lived at home.

2.13 If payments are made in arrears, WHBC will not pay any interest accrued.

2.14 The tenants can choose to stay with family or a friend for the duration of the work. While away from the property, the tenant retains rent and council tax responsibility. During a temporary decant, tenants will continue to pay rent, services charges and Council Tax to WHBC for their permanent home.

2.15 If the situation occurs outside of office hours, and the tenant cannot go to family or friends, we will arrange emergency temporary accommodation until a full assessment can be made on the next working day.

3 Policy Statement

3.1 The Policy should be read in conjunction with:

WHBC Repairs and Maintenance Policy
WHBC Vulnerable Customer and reasonable adjustments Policy
WHBC Complaints Policy
WHBC Equality, Diversity and Inclusion Policy
WHBC Tenancy Policy

4 Legislation & Regulatory Requirements Definitions

4.1 Disturbance and Home Loss

- 4.1.1 Compensation will be in accordance with the Land Compensation 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations) and the Planning and Compensation Act 1991 Act.

4.2 Regulatory

- 4.2.1 The regulatory standards apply to any **tenant or leaseholder** affected by a temporary or permanent decant.

- 4.2.2 **RSH Safety and Quality Standard** para 1.4 and 2.2 :- “Registered providers shall:

(a) must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.

(b) must identify and meet all legal requirements that relate to the health and safety of tenants in their homes and communal areas.

- 4.2.3 **RSH Transparency, Influence and Accountability Standard** 2.1 “Registered providers shall:

a) must ensure that communication with and information for tenants is clear, accessible, relevant, timely and appropriate to the diverse needs of tenants.

4.2.4 RSH Tenancy Standard

Registered providers shall grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

5 Delegated Authority

- 5.1 The service manager for the relevant service will authorise all decants.

- 5.1.1 Decant due to property – Service Manager for Property

- 5.1.2 Decant due to tenancy matters including anti-social behaviour – Service Manager for Neighbourhoods.

- 5.2 The on-call officer can authorise emergency decants required out of hours, OOH, for the first 24 hours or to the next working day.

6 Vulnerable Customers – Support during Rehousing

- 6.1 In all situations where a vulnerable customer is required to vacate their property, WHBC will support them as appropriate. We will work within the definitions of our Vulnerable Person & Reasonable Adjustment Policy. In all cases, we will collaborate with appropriate external support agencies to ensure tailored support is given to our customers during the decant period. The nature of the support provided will vary depending on whether the customer is a tenant or leaseholder. This may include agreeing on a schedule of visits to ensure continued support.
- 6.2 During a permanent decant, a member of staff from the Neighbourhood Services Team will be assigned as the central point of contact. This person will address any queries from affected customers requiring cross-departmental responses and solutions and assist with any challenges arising from the move.
- 6.3 Where it is necessary to decant a resident, we will consider the needs of each individual and household – having particular regard to their protected characteristics – and where required, a Support Plan will be agreed for the decant process. This will include details of any additional assistance that WHBC has agreed to provide
- 6.4 Offers of additional assistance or sign-posting (by way of example) may include a packing/unpacking service and other practical assistance such as contacting utility companies, redirecting post, procuring carpets and curtains on behalf of the tenant, a handyman service to help with removal and fitting of shelves, curtain poles, and other furniture, and adaptations that are required to help improve mobility for disabled residents.
- 6.5 If a disabled or vulnerable tenant is unable to move to temporary decant accommodation because we have been unable to find accommodation that meets their ability or other needs, we will work with the tenant to assist them in vacating the rooms we need to work in while they remain in the property.
- 6.6 Where tenants with high care needs outside of what WHBC can provide and who require supported accommodation have to be decanted, the housing team will liaise with the commissioning body and the support provider to identify suitable alternative accommodation.

7 Pets

- 7.1 Residents will be responsible for making arrangements for rehousing their pets during the decant period. We are unable to arrange this for tenants.

8 Customer Feedback

- 8.1 We welcome all feedback. Where a **customer** provides feedback (positive or negative) about a permanent or temporary decant, this will be handled by the single point of contact and if appropriate it will follow our complaints policy.
- 8.2 Once the tenant moves back home or to their permanent address, a member of the Neighbourhoods Team will either visit or call the tenant to make sure there are no further concerns.

9 Related Policies

- 9.1 Aids & Adaptation Policy

-
- 9.2 Complaints policy and procedure
 - 9.3 Repairs Policy
 - 9.4 Tenancy policy
 - 9.5 Vulnerable person and reasonable adjustments policy

10 Review of Decisions

- 10.1 If any resident believes that they have not been treated in accordance with this policy, they should in the first instance raise their concerns with the single point of contact from the Neighbourhoods team. However, if appropriate their concerns may be logged through WHBC's complaints procedure.
- 10.2 **If a complaint is raised, WHBC will provide a response in writing, and there is an option to escalate through our 2-stage complaints procedure**
- 10.3 **If the resident remains unhappy with our final response or is struggling to get a response, they can contact the Housing Ombudsman.**

11 Monitoring

- 11.1 We are committed to operating a successful decant service where required and as set out in this policy.
- 11.2 All allowance amounts payable (see Appendix 1) will be reviewed annually.

12 Resident Communications

- 12.1 WHBC is committed to involving and keeping residents informed at all stages of the decant process. The relevant housing team will:
 - 12.1.1 Inform residents once a firm decision has been made about the required works.
 - 12.1.2 Consult residents at the earliest opportunity about their housing options.
 - 12.1.3 Provide regular updates to keep residents informed and agree the frequency of updates with the resident.
 - 12.1.4 Where a programme of decants is planned we will provide residents with a named tenant liaison officer to act as their single point of contact as soon as it is identified that tenants will need to move. They will conduct individual household needs assessment, discuss rehousing options and agree the package of support.
- 12.2 We will visit tenants within 4 weeks of their permanent move or return to their permanent property to check how they are settling in and follow up on any outstanding issues. All tenants who have been through the planned decant process will be asked to complete a satisfaction survey, which will be used to review and improve our practice if necessary.

13 Governance

- 1.1 The department has operational performance indicators in place and an operational procedure.
- 1.2 Performance will be reviewed annually by the Assistant Director.

Temporary Decant

15 Temporary Decant for Tenants

- 15.1 WHBC will offer a temporary decant to **tenants** who cannot safely remain in their property. Any **tenants** required to move out of their home on a temporary basis will retain their tenancy rights to the property.
- 15.2 A temporary decant will be considered in the following cases:
- 15.2.1 Serious Housing Management Issues by the Neighbourhoods Services Manager.
- 15.2.2 Major Repairs by the Repairs Services Manager.
- 15.3 Where a **tenant** is required to decant temporarily (i.e., it is intended for the tenant to return to the property at the end of the work(s)), we will be as flexible as possible in our approach to each individual case.
- 15.4 We will consider setting up temporary services like toilets or bathrooms to prevent a decant, where it is possible and cost-effective
- 15.5 When the need for a temporary decant arises, the first option to be explored is the extent to which the household could stay with friends or family.
- 15.6 During the decant period, the household would receive financial assistance as described at Appendix 1.
- 15.7 If this option is not possible or has been exhausted, we will then consider the following other options, where they are available:
- 15.7.1 Staying in a local bed & breakfast or hotel;
- 15.7.2 Staying in a WHBC Independent Living guest rooms
- 15.7.3 Staying in a vacant WHBC property
- 15.8 These options will be considered in light of the particular household circumstances, including, but not limited to, the size of the household, preferred location(s), predicted length of stay, personal circumstances, and support requirements. WHBC expects tenants to work collaboratively with us on a potential temporary move.
- 15.9 WHBC cannot accommodate pets (unless a recognised assisted dog) during a temporary decant; tenants may be able to make temporary arrangements for pets under their own home contents insurance cover.
- 15.10 In the first instance, we would encourage **tenants** and their household occupants to source their own temporary accommodation e.g. with friends or family
- 15.11 For **tenants**, we will endeavour to offer alternative accommodation on a like-for-like basis where possible. Therefore, it may be necessary for WHBC to offer temporary accommodation which is smaller or different than the decanted property.
- 15.12 Where emergency works may take longer than originally anticipated, we should look to provide the most suitable accommodation, which may mean moving affected tenants from hotels or B&Bs.

15.13 During temporary decants, **tenants** will continue to pay rent, services charges, and Council Tax to WHBC for their permanent home.

15.14 WHBC will only make one offer of suitable alternative accommodation to **tenants**, after which we would need to consider formal options to facilitate a move. Tenants will then sign a Decant Acceptance Form to agree to the accommodation and time of the decant.

16 Decant Criteria

16.1 When deciding whether decanting will be required, officers will consider the following:

- Does the tenant prefer to remain in the property, if works required pose no health and safety risk?
- Has the property been assessed against the Housing Health and Safety Rating System (HHSRS) as to whether the risks identified can be reduced to as low as reasonably practicable?
- Will the property be uninhabitable whilst the work is being carried out?
- Is the tenant vulnerable or do they have a mobility issue that would make it difficult or impossible for them to remain in their home whilst the work is being carried out?
- Can temporary facilities be installed onsite?
- Can they stay at friends or family's home?

16.2 A property will be considered uninhabitable if a category 1 hazard is identified, except for those classified as Psychological Requirements, which will be considered on a case-by-case basis or a breach of the Fitness for Human Habitation Act 2019.

16.3 A property will also be considered uninhabitable if any one or more of the following is present (this is not an exhaustive list):

- Major internal disruption, i.e. a collapsed ceiling
- The electrics are in an unsafe condition.
- A significant damp or mould problem likely to cause an immediate health risk to the tenants.
- Asbestos that would cause a direct and immediate health and safety risk.
- Any significant subsidence, significant structural movement or structural instability (as demonstrated by a structural engineer's report).
- A major health and safety issue(s) or environmental factor(s) that would cause a direct and immediate risk to the tenants.

- 16.4 The evaluation of whether a tenant is vulnerable or has mobility issues relates to all members of the household who reside at the property as their principal home. For example, if a child resides at the property as their principal home (and is therefore part of the household), is vulnerable or has mobility issues, then these decant provisions apply.

17 Tenant decants without the landlord's consent

- 17.1 If a tenant decides to leave their home temporarily, they should follow their tenancy agreement and inform their landlord in writing, setting out the permanent address, their temporary address, the reason for leaving their home and the date they left the property.
- 17.2 The landlord will arrange an inspection of the property, and the tenant must allow the landlord access to inspect the property once the landlord has given reasonable notice.
- 17.3 If access is not granted, the landlord will follow the no-access procedure. The landlord also reserves the right to investigate abandoned properties.
- 17.4 If the inspection confirms that a decant is required, the property **does not** meet all applicable statutory requirements for the health and safety of the occupants in their home, the case will be referred to the Decant Team.
- 17.5 If the WHBC officer determines that the property is habitable, i.e. property **does** meet all applicable statutory requirements that provide for the health and safety of the occupants in their home, or that the works can be carried out with the occupants in situ and that a decant is not required, the Neighbourhood Office will write the tenant at both addresses and support the tenant to return to the property.

18 Unplanned Temporary Decants (non-emergency)

- 18.1 Where unplanned repair work is required that cannot be carried out with the resident in situ, but does not require the resident to leave immediately, temporary alternative accommodation will be arranged when the work is to be done. Consideration will be given to the likely time to complete the repair, the availability of suitable accommodation and the relative costs of each option.
- 18.2 For these decants, the following principles apply:
- 18.2.1 We will use our own temporary accommodation wherever possible; if we are unable to provide temporary accommodation at our designated sites or this does not meet the needs of the household, we will use one of our own void properties or a void property we have nomination rights to and where this is not available we will consider options as listed in Paragraph 2.8 above.
- 18.2.2 The move only lasts as long as it takes to complete the repair works;
- 18.2.3 The tenant remains a tenant of their original home at all times; and
- 18.2.4 The temporary home from our void stock is let on a temporary agreement, and the tenant has no right to remain in the decant property, once the tenancy has ended.

19 Unplanned Permanent Decants

- 19.1 A permanent decant may be required where the damage is so extensive that permanent rehousing is necessary, e.g. a major fire.

- 19.2 A permanent decant will also be considered where the work is expected to take more than six months and the tenant would prefer to move permanently.
- 19.3 The tenant will be offered a like-for-like property and made **two direct offers**.
- 19.4 If the tenant is on the Local Housing Waiting List, the status will be suspended so that a direct offer can be made. **Please see the Exceptional Circumstances Policy.**
- 19.5 If the household's needs change when the tenant is decanted, then the transfer policy will be followed; that is, their needs will be assessed based on their current accommodation, as if they were not decanted. The aim is not to disadvantage the tenant but to allow them to bid for the alternative property based on the assessed priority.

20 Planned Temporary Decants

- 20.1 A planned temporary decant may be required where works such as damp proofing, structural works or asbestos removal are to be carried out and would leave the resident without basic facilities for a period of time or because of a health and safety requirement but the resident will be able to return on completion of the works. For these decants, the following principles apply:
- 20.1.1 We will use our own temporary accommodation wherever possible. If we are unable to provide temporary accommodation at our designated sites or this does not meet the needs of the household, we will use one of our own void properties or where this is not possible, we will consider options as listed in Paragraph 2.5.
- 20.1.2 The move only lasts as long as it takes to complete the repair or improvement works.
- 20.1.3 The tenant remains a tenant of their original home at all times.
- 20.1.4 The temporary home from our void stock is let on a non-secure tenancy, and the tenant has no right to remain in the decant property once the tenancy has ended.
- 20.1.5 The tenant will usually only be offered **one offer** of suitable temporary accommodation.
- 20.2 If the tenant wishes to remain permanently in the temporary decant accommodation, at its discretion, WHBC, Exceptional Circumstances Panel, has the authority to approve such a request. They will take into account where, for example, the permanent move would address an existing housing need such as overcrowding under our Allocations policy, and there are no outstanding rent arrears or other breaches of tenancy, and it would be in accordance with WHBC's Allocation Policy and any relevant nomination agreements.

21 Tenancy Status when Temporarily Decanted

- 21.1 The tenant will be required to sign a Licence Agreement and will continue to pay rent on their original tenancy.
- 21.2 If it is felt that the tenant should be permanently decanted and remain in the temporary property, a recommendation will be made via the Exceptional Circumstances Panel. Should the request be approved, a new tenancy will be created, and the tenant will take on the tenancy conditions of that property, including any changes to rent.

-
- 21.3 A tenant is moved to alternative permanent accommodation on the same or equivalent tenancy terms as their current property. It will be a direct offer of comparable accommodation.
- 21.4 Where approval has been given to offer a permanent alternative accommodation, and the tenant is on the council Waiting list, the waiting list will be suspended to allow the new tenancy to be signed. For clarity, the bidding will be reinstated once the permanent decant is finalised.

22 Removal and Storage of Personal Items

- 22.1 WHBC will arrange for the removal of the tenant's possessions before the works to their original property begin. Depending on the nature of the decant, the tenant's possessions will either be placed into storage or moved to the temporary property. Any remaining possessions will be stored in a suitable part of the original property to allow access for the contractor.
- 22.2 Where the tenant is temporarily decanted, WHBC will arrange for their possessions to be returned from storage and/or moved to their original property upon completion of the repair work.
- 22.3 Tenants will be encouraged to remove and store any expensive items themselves. Alternatively, they will be advised that expensive items are left in WHBC-authorised storage facilities or on the property **at their own risk**.
- 22.4 The tenant will sign an inventory of all possessions left in the property or taken into storage. Photographs will be taken to record the condition of the items.

23 Discretionary Disturbance Payments (Temporary Decants)

- 23.1 Where there is no statutory entitlement to Disturbance Payments because the 'decant' is temporary, then WHBC may on a discretionary basis provide some financial assistance to tenants up to any limits in this policy; this is entirely at WHBC's discretion.
- 23.2 We will not make any discretionary payments where the need for a 'decant' has arisen due to wilful or negligent actions of the tenant or a member of their household e.g. where they have caused a fire.
- 23.3 If WHBC decides to make a discretionary disturbance payment, evidence must be provided for all costs as reimbursement will only be paid when bills or receipts are submitted with any claims, unless we agree to pay a one-off lump sum amount. Claims can be for costs incurred when moving out and returning to the permanent property.
- 23.4 Examples of costs that **may** be covered where a tenant is temporarily decanted include:
 - 23.4.1 Removal and storage costs –WHBC may either arrange the removal or storage with a company directly, or reimburse the costs where it is necessary to move belongings or furniture, but will require two quotes to be provided.
 - 23.4.2 Disconnection and reconnection of washing machines – we may arrange for the disconnection and reconnection cost of a washing machine, or for decants lasting more than 1 week we may reimburse laundry costs of up to a maximum value per week where the tenant has no access to laundry facilities and a receipt is provided. (Appendix 1)
 - 23.4.3 Telephone, Satellite/Cable TV and internet connections – we may cover the cost of monthly subscriptions where the decant lasts longer than 1 month.
 - 23.4.4 Disconnection and reconnection of cooker –we may arrange for the disconnection and reconnection of the tenants cooker by a registered Gas Safe fitter or qualified operative (where electric).
 - 23.4.5 Redirection of mail – where the tenant is decanted for more than 2 weeks, we may reimburse the cost of mail redirection for all household members for up to 3 months.

23.4.6 Rehoming for pets—Where a tenant is unable to take a pet to the temporary accommodation due to restrictions placed on the property, we may reimburse reasonable temporary rehoming costs. Only households that have requested permission to keep a pet as per the Tenancy Agreement and are keeping the pet in line with the tenant obligations will be eligible.

Costs will be reimbursed once the tenant has provided an invoice or bill and the above conditions are met.

23.4.7 Carpets and floor coverings—Where necessary, we may arrange for the uplift and refitting of carpets and underlay. If this is not possible or partially impossible, WHBC may provide replacement floor coverings.

23.4.8 Curtains or blinds – where necessary, we may consider providing curtains or blinds in bedrooms or sitting rooms if the tenant cannot make use of their own.

23.4.9 Food – we may reimburse a daily sum (set out in Appendix 1) for those who have to stay in a hotel or bed and breakfast and do not have access to cooking facilities or a ‘meal deal’ included with the accommodation provided. Guidance on the method of payment or reimbursement is contained in the procedure.

24 Temporary decant of leaseholders

24.1 The Council will consult with leaseholders about any major works. If a need to move leaseholders is identified as part of the major works, we will start consultations as soon as possible.

24.2 WHBC does not have any responsibility to decant non-tenants. If the non-tenants are tenants of a Council leaseholder, then the discussion will be directly with the leaseholder.

24.3 We will only provide suitable alternative accommodation where there is an expressed obligation under the terms of the lease.

24.4 Where we are not obligated to provide alternative accommodation and offer temporary accommodation to facilitate the progress of essential works, we will charge the resident rent under a temporary tenancy and all other expenses, including an administration fee in line with their lease.

Permanent Decant

25 Planned Permanent Decants

- 25.1 A permanent decant may be necessary where it is planned to dispose of, demolish and/or redevelop the property; or to remodel the whole block or estate resulting in a different number or properties and/or property sizes; or to alter the property to the extent that it is no longer suitable for the existing tenants needs. WHBC will work closely with affected tenants and residents at all stages to support them through the process and help find suitable alternative accommodation. The following principles apply:
- 25.1.1 WHBC tenants who have to move due to demolition and/or redevelopment are given urgent priority in line with the Housing Allocation Policy – in order to facilitate a move as soon as possible.
- 25.1.2 Where a new development is planned, residents will not automatically have the right to move to the new properties once they are built.
- 25.1.3 Where WHBC have already started possession proceedings against a tenant prior to the decant.
- 25.1.4 We will continue with the legal action to end the tenancy.
- 25.1.5 Existing WHBC tenants will be offered a like-for-like tenancy. Where the tenant has a 5-year flexible tenancy, a new full 5-year tenancy will be offered.
- 25.1.6 WHBC will provide a package of support tailored to meet each household's needs.
- 25.1.7 Tenants will be given priority to bid for WHBC properties but if they have not successfully bid, we will match tenants to voids that become available to make at least two offers of suitable alternative accommodation.
- 25.1.8 Where a number of tenants have the same level of priority they will be prioritised by the time/date the application was made to the Housing Needs Register (with the application which is made first having the most priority).

26 Suitable Alternative Accommodation

- 26.1 Suitable alternative accommodation means accommodation which provides the tenant with equivalent security of tenure and is similar in regards to rent, size, situation etc. as required under Schedule 2, Part III of the Housing Act 1988 and meets the tenants' needs as set out in WHBC's Allocation Policy.
- 26.2 Where the tenant is currently under occupying, they will normally be offered a smaller property that meets their current needs. However, the Exceptional Circumstances Panel will consider cases where a transfer would be quicker than a decant. This would be unusual as a permanent decant will be directly offered alternative accommodation.
- 26.3 Where larger accommodation is needed, the tenants will be signed post to apply for a transfer.

- 26.4 Wherever possible, we will offer like for like, in that we will try not to move tenants from a house to a flat or from a flat to a house, but this depends on the availability of properties in the local area and whether it would unreasonably delay the planned works. A flat may be on a different floor from the tenant's existing property. However, it will meet tenants' and households' mobility and access needs.
- 26.5 We will consider the tenant's stated preferences in terms of location and proximity to relatives or schools, but the property will be deemed suitable if it is of the appropriate size and WHBC considers it a reasonable travel distance to the tenant and partner's place of work.
- 26.6 Where the tenant has adult children permanently living with them who have expressed a wish to live independently and are unable to find a large enough property, separate alternative accommodation may be offered to the adult child or children by agreement.
- 26.7 If the tenant refuses **two offers of suitable alternative accommodation** or refuses to move at all, WHBC will take appropriate legal action to gain vacant possession of the property and offer suitable alternative accommodation.
- 26.8 WHBC reserves the right to make two direct offers of suitable accommodation if the tenant is not bidding for appropriate accommodation and the said accommodation is available.
- 26.9 WHBC will provide carpet, white goods and blinds, where the items cannot be removed from the tenants' permanent home. It will be up to WHBC to decide whether to gift the items if the tenancy is permanently moved to the temporary decant address.
- 26.10 This policy cannot cover all circumstances, and WHBC will exercise its discretion in making any further offers of accommodation or assistance where exceptional circumstances warrant it.

27 Rent and Rent Arrears

- 27.1 For permanent decants the tenant will continue to pay rent until their tenancy ends at their permanent home.
- 27.2 If the tenant has arrears of rent or service charges, or other debt owed to WHBC, these will be deducted from any Home Loss Payments due, with any remaining arrears being included in the new tenancy agreement as a former tenant arrears agreement.
- 27.3 While the tenant is temporarily decanted, they will continue to pay their rent at their permanent home and with no rent due on the temporary accommodation. Where the temporary accommodation does not provide access to cooking facilities e.g. a hotel, the tenant will receive compensation payments.
- 27.4 Where the rent of the decant property would be lower than the rent at the permanent property we may refund the difference through a rent abatement.
- 27.5 If a temporary decant occurs at the time of an annual rent review, the rent on the permanent property will still be reviewed and changed and the relevant rent change notices served.

28 Leaseholders and suitable permanent alternative accommodation

- 28.1 For planned works we will consult leaseholders on any major works before any discussion about possible decants. WHBC will seek legal advice if we are prevented from fulfilling our repair and maintenance obligations as a result of a leaseholder refusing to be decanted.

- 28.2 Where we have a statutory duty to, we will compensate leaseholders for the loss of their home.
- 28.3 The conditions for Home Loss Payments and Disturbance Payments are the same as for tenants, i.e. the decant must be permanent due to redevelopment or improvement works, and the owner or their subtenant must have been living in the property at the date of displacement (and for Home Loss, for the previous 12 months). See section 30.

29 Tenant Compensation and Home Loss Payments

- 29.1 WHBC will meet reasonable costs (agreed by the appropriate Assistant Director) that tenants incur as a direct consequence of being required to permanently move home. See section 28.3 for payments to leaseholders.
- 29.2 We will not make any payments to lodgers or licensees as WHBC has no legal duties in this respect.
- 29.3 Where WHBC requires a tenant to move permanently due to demolition, improvement (which includes alteration or enlargement) or redevelopment (which includes a change of use), they may be entitled to claim a statutory Home Loss Payment to compensate them for the personal upset and distress of losing their home. Home Loss Payment is not available for temporary decants.
- 29.4 To qualify for the Home Loss Payment, they must:
- 29.4.1 Be the tenant (but see below regarding spouses and civil partners);
- 29.5 Have occupied the property as their sole or primary home for a minimum of 12 months at the date of displacement (irrespective of whether they were the tenant throughout, e.g. where they are a successor); and
- 29.5.1 Be moving as a result of the proposed works.
- 29.6 A spouse or civil partner of a tenant may claim Home Loss Payment if it can be shown that there is a matrimonial home right. The spouse/civil partner who remains in occupation is treated as occupying by virtue of his or her spouse's interest under the tenancy. A spouse who has moved out of the property will not be able to claim as he or she will not be able to satisfy the occupation condition.
- 29.7 Tenants who have not occupied their property for 12 months will not be eligible for a Home Loss Payment, although they may be eligible for a Disturbance Payment.
- 29.8 Tenants who have been given formal notice of the need to be permanently decanted and take their own steps to find new accommodation, rather than waiting for the formal decant offer, will remain eligible for a Home Loss Payment. This includes those who transfer or move into the market rented, shared ownership or private sale sectors.
- 29.9 More than one person cannot be entitled to a Home Loss Payment. In these circumstances, the payment is shared equally between those entitled, meaning that there will only be one Home Loss Payment per household for joint and sole tenancies. Payments are made to the tenancy holder, not to the occupants who form part of the household.
- 29.10 If a household has to move to temporary accommodation before moving into new permanent accommodation, the household will still receive one Home Loss Payment unless all the conditions for the payment are again met.

- 29.11 Where a household has moved into a new home on the basis that this will be their new permanent home and then WHBC's redevelopment plans change to include the household's new home, they will be entitled to a further Home Loss Payment as long as they have lived in the new home for at least 12 months at the date of displacement and they are moving as a result of the proposed works.
- 29.12 Where a tenant is decanted temporarily but requests to remain permanently in the decant property, they are not entitled to the statutory Home Loss Payment, although a discretionary disturbance allowance will be considered.
- 29.13 If tenants are evicted prior to being decanted, they will not receive a Home Loss Payment.
- 29.14 Any claims for Home Loss Payment must be made using the relevant claim form or in writing within 6 years of the date of displacement.

30 Determining the value of a Home Loss

- 30.1 The amount of Home Loss Payment is set by the Government. These amounts are set out in the Land Compensation Act 1973 and currently, the Home Loss Payments (Prescribed Amounts) (England) Regulations 2017 (the Regulations). The Regulations are regularly updated by the Government and prescribe the amount of home loss payments. The value of any home loss payments will be paid in accordance with the Regulations in force at the relevant time.
- 30.2 Upper Tribunal (Lands Chamber) - This Tribunal is responsible for handling applications for cases about compensation for the effect on land affected by public works.
- 30.3 WHBC or the resident has the right to apply to the Upper Tribunal (Lands Chamber) in the event of disagreement about the value.

31 Determining the value of Disturbance Payments

- 31.1 WHBC will pay all reasonable expenses that the leaseholder incurs as a result of the permanent decant. Interest will be payable from the date of displacement until the date of payment at the prescribed rate. Examples of reasonable expenses are set out in section 23 above, but each payment will depend on the particular circumstances.
- 31.2 If we decide to make a discretionary disturbance payment, we will pay reasonable costs up to the values set out in this policy. The amount of the discretionary disturbance payment cannot be varied from the amount that would have been payable if the resident had legal entitlement.

WHBC or the resident has the right to apply to the Upper Tribunal (Lands Chamber) in the event of disagreement about the amount of disturbance payment due as a result of a statutory obligation.

General enquiries
Upper Tribunal (Lands Chamber)
5th floor, Rolls Building
7 Rolls Buildings
Fetter Lane
London
EC4A 1NL

Email: lands@justice.gov.uk

Telephone: 020 7612 9710

Fax: 020 7612 9723

31.3 WHBC will not normally pay Disruption Payments to owners or subtenants who are required to decant temporarily unless there is an obligation under the lease or the decant is required as a direct result of WHBC's actions, failure to act, or negligence. In these cases, we will process any claims under our liability insurance.

32 Appendix 1: Subsistence Payments

- 32.1 Subsistence payments are not intended to cover full costs, as these costs would still have to be met if the tenant lived at home.
- 32.2 Where tenants must move out due to damage or neglect, they are usually not entitled to subsistence payment.
- 32.3 WHBC will make payments directly to the hotel or B&B at regular intervals throughout the stay for the cost of the accommodation.
- 32.4 Subsistence payments will be made directly into the tenant's bank account.
- 32.5 All subsistence payments cease when the tenant is due to return to their home address.
- 32.6 Subsistence payments are not paid if the tenant has access to kitchen facilities to store and prepare their own food.

33 Impact Assessment

- 33.1 An impact assessment on our Decant Policy has been conducted by officers.

34 Review

- 34.1 This policy will be reviewed every three years, with interim revisions to be made on an exceptional basis considering any legislative or regulatory changes, or in line with best practice.

35 Getting in touch with us

Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts, AL8 6AE
Telephone: 01707 357 000
Email: neighbourhoods:welhat.gov.uk

Website: www.welhat.gov.uk

Our opening hours are: 8.45am to 5.15pm Monday to Thursday, 8.45am to 4.45pm Friday

Appendix A – Subsistence Payments

36 Subsistence Payments

Where a tenant and their household stays at Hotel/B&B. In that case, they will be entitled to the following subsistence payment if no cooking facilities or food has not already been included in the cost of the accommodation:	£15 per adult per night and £7.50 per child per night as a contribution towards the cost of food and drink (up to a maximum payment of £60 per day). (nb This is not intended to cover full costs, as these costs would still have to be met if the tenant was living at home).
If a tenant and their household stays with friends or family for the first four weeks After 4 weeks	Single person £25/day £50 a day for families (two or more persons) After 4 weeks: £15/day single person £25 a day for families (two or more persons).
Laundry	Up to a maximum of £20 per week on the production of receipts .

Appendix B – Definitions

37 Definitions

- 37.1 **Adaptations** - Adaptations are changes to a home that make it accessible or suitable for a tenant with physical challenges or disabilities.
- 37.2 **Compulsory Purchase Order (CPO)**: a legal remedy enabling Local Authorities to obtain land or property without the consent of the owners in certain circumstances.
- 37.3 **Decanting**: a legal term used to describe the **necessity** of moving occupiers from their homes temporarily or permanently where one of the circumstances in section 3.2.1 arises.
- 37.4 **Defect Liability Period**: the prescribed period (usually 12 months from practical completion, but can vary in some cases) under a Developer's construction contract with the Group after practical completion under which they agree to remedy any defects in the construction work they have performed and before the development can be handed back to the Group. These can include design deficiencies, material deficiencies, specification problems or workmanship deficiencies.
- 37.5 **Housing Needs Register**: The Housing Needs Register (HNR) is a list of all applicants looking for affordable, rented accommodation in the Welwyn Hatfield borough.
- 37.6 **Permanent decant**: a situation where it is envisaged that a customer cannot return to their property as a result of works or repairs to the property or redevelopment. A customer will not be regarded as permanently displaced if there is an intention to return them to their original home after the work. Similarly, there will not be a permanent decant situation where the customer, for reasons of personal preference, chooses to stay in the decanting accommodation or other accommodation after the work(s); in this situation, WHBC may choose to acquire the home under a CPO.
- 37.7 **Temporary decant**: a situation where customers vacate their property and are expected to return to their property once necessary works are complete, or it is safe to inhabit the home again.
- 37.8 **Emergency**: This refers to an emergency, such as a flood or fire, in which a tenant cannot immediately return to their property.
- 37.9 **Major Repairs** may include but are not limited to the following:-
Major damp proofing;
Emergency structural issues;
Serious flooding or fire, which makes the majority of living spaces unusable.

Welwyn Hatfield Borough Council

Equality Impact Assessment

Assessment completed by: Janice White

Name of policy/project/service to be assessed	Decant Policy		
At what stage of consultation has this EqIA been prepared?	Pre consultation <input checked="" type="checkbox"/> Post consultation <input type="checkbox"/> No consultation required <input type="checkbox"/>		
Method of analysis undertaken and dates	Managers – desktop screening <input checked="" type="checkbox"/> Employee Forum <input type="checkbox"/> Stakeholder review <input type="checkbox"/>	Date: 27/02/25 Date: Date:	
Who does the policy or service affect?	Customers (public) <input checked="" type="checkbox"/> Internal (staff/Members) <input type="checkbox"/> External (partners/contractors/agencies) <input checked="" type="checkbox"/> Other <input type="checkbox"/>		
What are the aims/objectives/purpose or outcome or intended effects of the policy, project or service?	The policy aims to set out our policy approach to cases where a resident has to move from their home either permanently or temporarily (called a Decant). This can happen for a number of reasons, such as disrepair, works which would be too hazardous or disruptive for the resident to stay, or because of demolition/redevelopment/ The policy explains when and why a decant might be necessary, what payments and support a resident may be able to access, and how residents will be supported to find alternative housing.		
What equality data is available relating to the use or implementation of the policy, project or service?			

<p>What consultation has taken place in the development or review of the policy, project or service?</p>	<p>The policy has been reviewed and updated, the intention is to undertake consultation with internal colleagues affected by the policy such as the Neighbourhood's and Allocations teams and we also intend to share the policy with residents from the tenants panel to gather their views and input.</p>
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Does the policy have a positive or negative impact on any of the following Protected Characteristic groups covered by the Equality Act 2010?

	Positive	Negative	Neutral	Evidence & Comments
Age	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The borough has a larger younger population; 18.6% are under 15 compared to 11.3% nationally, and a slightly more ethnically diverse population, 19%, compared nationally, 17%. Around 16% of the population is over 65 years old, compared to 18.4% in England. Older people may face additional challenges when going through a decant because they may be less physically able. There could also be an increased risk of social isolation if moved to a new locality.
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Someone with a disability may need additional support to move. They may also need consideration to be given to any adaptations in their home, which would need to be relocated or recreated in a new home. There may be factors to consider in relation to Mental Health, such as increased sensitivity to the disruption and stress of moving, the possibility of isolation or a loss of support networks in a new locality.
Ethnicity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The largest ethnic group is White, 78.7% of the population. 78% of the population were born in the UK, and 10% were born in Europe outside the UK. Hertfordshire has the highest proportion of people born in EU member countries than the England average. (Oxford Consultants for Social Inclusion, 2020). About 5.1% of households do not have English as their primary language, with an additional 1.7% having a young person under 17 who can speak English.

				<div><p>Ethnic Groups</p><table><tr><th>Region</th><th>Other ethnic group</th><th>White</th><th>Mixed or Multiple ethnic groups</th><th>Black, Black British, Black Welsh or African</th><th>Asian, Asian British or Asian Welsh</th></tr><tr><td>Hertfordshire</td><td>2.1</td><td>81.8</td><td>3.8</td><td>3.7</td><td>8.6</td></tr><tr><td>East</td><td>1.4</td><td>86.5</td><td>2.8</td><td>2.9</td><td>6.4</td></tr><tr><td>England</td><td>2.2</td><td>81</td><td>3</td><td>4.2</td><td>9.6</td></tr><tr><td>WHBC</td><td>2</td><td>79</td><td>4</td><td>6</td><td>9</td></tr></table></div> <p>Consideration may be given to whether someone is able to remain in a community/locality in which they feel comfortable.</p>	Region	Other ethnic group	White	Mixed or Multiple ethnic groups	Black, Black British, Black Welsh or African	Asian, Asian British or Asian Welsh	Hertfordshire	2.1	81.8	3.8	3.7	8.6	East	1.4	86.5	2.8	2.9	6.4	England	2.2	81	3	4.2	9.6	WHBC	2	79	4	6	9
Region	Other ethnic group	White	Mixed or Multiple ethnic groups	Black, Black British, Black Welsh or African	Asian, Asian British or Asian Welsh																													
Hertfordshire	2.1	81.8	3.8	3.7	8.6																													
East	1.4	86.5	2.8	2.9	6.4																													
England	2.2	81	3	4.2	9.6																													
WHBC	2	79	4	6	9																													
Gender re-assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>																															
Marriage/Civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>																															

Pregnancy & Maternity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A pregnant woman may require additional help with a move. Moving for families with children is likely to present additional challenges, including the potential disruption to school.

	Positive	Negative	Neutral	Evidence & Comments
Religion or belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	37.0% of the population identifies as having no religion, 47.2% as Christian, 3.2% as Hindu, and 3.3% as Muslim (source: UK Census 2021). Consideration may be given to the appropriateness of a new or temporary home for cultural or religious reasons. For example, proximity to places of worship or a community of people of the same religion may be an appropriate consideration.
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	There may be examples where someone lives in single-sex accommodation and this needs to be considered in offers of alternative accommodation.
Sexual orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified

Equality Impact Assessment Outcome:

- Low risk ☒
- Medium risk ☐
- High risk ☐

Any other comments:

For Steering Group use only:

Comments:

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Appendix C: Decant Risk Assessment

Housing Ombudsman: Decant Expectations

When a resident's home is deemed unfit for habitation, landlords may need to consider a decant—temporarily moving them to alternative accommodation. This allows for significant repairs, renovations, or redevelopment. In some cases, a permanent move may be necessary.

These expectations are taken from common themes in our casework. They outline what landlords should do when a resident needs to temporarily or permanently move to alternative accommodation.

	Landlord expectations	In place
		In progress
		Required
1	<ul style="list-style-type: none"> Landlords should have a clear and accessible policy for decant procedures, outlining the circumstances a decant may be considered 	
2	<ul style="list-style-type: none"> If an inspection reveals a home is in poor condition or uninhabitable, landlords should conduct a thorough health and safety risk assessment to ensure residents' safety and well-being 	
3	<ul style="list-style-type: none"> Where health and safety risks are identified the landlord should act quickly to start the decant process 	
4	<ul style="list-style-type: none"> Landlords should provide residents with clear information about the reason for the decant, the expected duration, and when they can return to their permanent residence, delays should be notified at the earliest opportunity 	
5	<ul style="list-style-type: none"> Landlords should consider assigning a single point of contact for residents to discuss any concerns and receive regular updates during the process. This may include an out of hours contact that will have access to the residents' records and has the authority to act on urgent or immediate issues 	
6	<ul style="list-style-type: none"> Landlords' policy should clearly define emergency circumstances, and all staff should be aware of the process. Once the emergency has passed, a full assessment of the temporary accommodation and suitability should be completed 	
7	<ul style="list-style-type: none"> Landlords should provide a support plan where appropriate, and conduct a needs assessment with residents considering any protected characteristics and vulnerabilities 	

8	<ul style="list-style-type: none"> When seeking alternative accommodation, consider individual circumstances, including reasonable distances from work, family, or schools where possible 	
9	<ul style="list-style-type: none"> Where a resident has chosen to stay with friends and family, the landlord should reassess the circumstances regularly particularly, if there has been delay or expected completion of works will take longer than expected 	
10	<ul style="list-style-type: none"> Residents must be informed about the costs for which they are responsible, including rent for their main residence or temporary accommodation. This also includes utility payments such as gas, electricity, internet, and phone bills 	
11	<ul style="list-style-type: none"> Guidance should be shared with the resident on what expenses the landlord will cover such as transportation, connection and reconnection charges, food and other costs while decanted 	
12	<ul style="list-style-type: none"> The landlord's policy and guidance for residents should clearly explain who is responsible for belongings left in the property while it is unoccupied. It should also state whether the landlord or their insurance will cover any damage to these belongings 	
13	<ul style="list-style-type: none"> Landlords should arrange access to the unoccupied property for contractors and tradespeople. It is not reasonable to expect residents to provide access while they are living in temporary accommodation. 	
14	<ul style="list-style-type: none"> Landlords should keep clear records and accurate records of contact notes, calls or meetings with the resident concerning the decant and any queries which arose about the process 	
15	<ul style="list-style-type: none"> Before a resident returns to their main residence, a thorough inspection and health and safety check must be completed to ensure the property is fit for habitation. Any snagging issues should be communicated to the resident, along with a clear plan of action and timelines for resolution 	

Resident expectations

If you are experiencing concerns about a temporary or permanent move due to your home requiring significant repairs. This information will help you understand what action you should take to report the issue to your landlord:

1	<ul style="list-style-type: none"> If you report an issue about your temporary accommodation or the process of your move, your landlord should take appropriate action to address your concerns 	
---	--	--

2	<ul style="list-style-type: none"> During the process of your move, your landlord should provide you with a point of contact to raise any urgent issues that may need addressing 	
3	<ul style="list-style-type: none"> You should keep a record of your reported concerns 	
4	<ul style="list-style-type: none"> Your landlord should adhere to their policy timelines and respond to your concerns within a timely manner 	
5	<ul style="list-style-type: none"> You have the right to understand the steps your landlord is taking regarding your temporary move and works being completed in your main residence- your landlord should provide you with clear and easy-to-understand information in response to your concerns and any actions being taken 	
6	<ul style="list-style-type: none"> If you are dissatisfied with your landlords' responses to your reported concerns, you have the right to make a complaint to your landlord 	
7	<ul style="list-style-type: none"> If you raise a complaint with your landlord, they must provide a response in writing, and offer you the option to escalate through their two stage complaints procedure 	
8	<ul style="list-style-type: none"> If you are unhappy with your landlord's final response or are struggling to get a response to your complaint, you can contact the Ombudsman, we can ask your landlord to respond or investigate where appropriate 	

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Part I

Main author: Paul Horsley

Executive Member: Cllr Gemma Moore

All Wards

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

AIDS AND ADAPTATIONS POLICY

1 Executive Summary

- 1.1 The Aids and Adaptations Policy, as set out in Appendix A, has been reviewed. This report recommends the approval of the Policy.
- 1.2 The aim of the policy is to set out the scope of the service in providing aids and adaptations and the criteria by which the council will assess requests for aids and adaptation work.
- 1.3 The Aids and Adaptation Policy sets out the Council's approach to comply with the relevant legal and statutory requirements in relation to the provision of disabled adaptations, supports the needs of disabled tenants in providing adaptations, subject to the provision of available funding.
- 1.4 The Policy also promotes the delivery of high quality disabled adaptations service where there are clear channels of communication and established joint working practices with partners.
- 1.5 We are currently consulting with the Residents Panel on this Policy.
- 1.6 The review of this policy includes minor amendments as set out in the report.

2 Recommendation

- 2.1 Cabinet Housing Panel to consider and note the revised Aids and Adaptations Policy (appendix A).
- 2.2 To recommend the policy to Cabinet for Approval. However, if the Policy is agreed by the Cabinet Housing Panel unanimously, the policy will be approved instead an Executive Member Decision Notice following feedback from the Tenants Panel consultation.

3. Explanation

- 3.1 The Council provides visual aids and adaptations to enable tenants to continue to live suitably within our council homes. In 2023/24 we completed 514 adaptations cases with a total spend of £1,153,196, this comprised:
 - 216 Minor Adaptations (less than £500). Actual spend of £90,937
 - 298 Major Adaptations (over £500). Actual spend of £1,062,259
 - Complex Adaptations - 3 door widenings.
- 3.2 The review of the policy aims to ensure that the policy is in line with relevant legislation and give a clear distinction between the role of WHBC and that of HCC.

- 3.3 The changes made to the policy aims to outline any additional support that the council can offer to residents when accessing the Aids and Adaptations service.
- 3.4 The review of the policy has also been updated to remove the mention of flexible tenancies and updated the process for undertaking a feasibility assessment.
- 3.5 The policy has also been updated to include the potential for recouping costs for adaptations where a resident moves from their home or completes a Right To Buy application within 5 years of receiving the adaptation.

4. Legal Implications

- 4.1 The Equalities Act 2010 prohibits discrimination against people with the protected characteristics that are specified in section 4 of the act. Disability is one of the specified protected characteristics.
- 4.2 The Council will make a positive difference to our communities and to the people we employ, provide services to, and do business with, and aims to provide Services which meet the needs of customers, employees and other people and groups, including people with protected characteristics, as defined by the Equality Act 2010.
- 4.3 The Council will ensure that no person or group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for the core strands of equality.
- 4.4 The Council will also ensure that all services and actions are delivered within the context of current Human Rights legislation. Staff and others with whom we work, will adhere to the central principles of the Human Rights Act (1998).

5. Financial Implications

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

6. Risk Management Implications

- 6.1 The council is committed to providing services that enable disabled council tenants to live safely and independently within our homes. By not providing a high quality aids and adaptations service there is a risk of reputational damage of the council not complying with this commitment and its duties as a local authority.

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 new procurement implications arising from this report at this time.

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 The provision of an aids and adaptations service will have a positive impact on the health and wellbeing of many of our tenants each year and improve their quality of life through the range of adaptations carried out.

12. Communication and Engagement Implications

12.1 The policy may be subject to a further review following recent updated guidance from the Housing Ombudsman Service.

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) has been carried out in connection with the proposals that are set out in this report. Please see Appendix B.

Name of author(s):	Paul Horsley
Title(s)	Service Manager (Investment Programme Delivery)
Date	25 February 2025

Appendices:

Appendix A – Aids and Adaptations Policy
Appendix B - EqIA

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Aids and Adaptations Policy

Effective Date:
01 April 2025

Classification: Unrestricted



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Document Control Document Version

Version	Purpose	Author/compiler	Date
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3.0	3 rd Draft version	Paul Horsley	January 2021
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Future Revision Date

Date	Reason
March 2028	Review due



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Introduction

- 1.1 Welwyn Hatfield Borough Council (the council) is committed to providing a high-quality aids and adaptations service that enables disabled council tenants to improve their quality of life, and to live safely and more independently within our homes.
- 1.2 The council will take all reasonable measures to provide a fair and accessible aids and adaptations service that makes best use of existing adapted properties and works closely with other external agencies.
- 1.3 The councils' decision making will consider the legislative requirements of providing works that are 'necessary and appropriate' to meet the physical needs of the applicants and are 'reasonable and practicable' in their nature. Where works are considered to be beyond reasonable and practicable, the council reserves the right to refuse to undertake these works or to offer alternative solutions including re-housing.
- 1.4 The Aids and Adaptations Policy applies to disabled council tenants and/or their immediate family members living in properties owned by the council and where this is their principal home.
- 1.5 WHBC is solely responsible for managing the aids and adaptations to the property itself and is not responsible for undertaking any medical assessments. All medical assessments are to be carried out by Hertfordshire County Councils (HCC) Occupational Therapist (OT) services. We will consider referrals from a private OT however we reserve the right to request a social services assessment before agreeing to any works.

2. Key Objectives

- 2.1 The key objectives of this Aids and Adaptations Policy are:
 - To set out the scope of the service in providing aids and adaptations and the criteria by which the council will assess requests for aids and adaptation work.
 - To support the needs of disabled tenants in providing adaptations where reasonably practical to do so and subject to the provision of available funding.
 - To have regard to the council's duty to manage its housing stock effectively and to make best use of its stock, through the council's Housing, Homelessness and Rough Sleeping Strategy, Housing Allocations Policy, Asset Management Strategy and Housing Delivery Strategy 2019-2025.



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- To optimise the use of resources for aids and adaptations, always having regard for value for money.
- To comply with legal and statutory requirements such as the Equalities Act 2010, and the Housing Act 2004 in relation to the provision of disabled adaptations. WHBC will cooperate with HCC in order to assist them with meeting the provisions of the Care Act where possible however these provisions remain the responsibility of HCC.
- To deliver a high-quality aids and adaptations service where there are clear channels of communication and established joint working practices with partners.

3. Policy Statement

- 3.1 The council is committed to providing an impartial, efficient and accessible aids and adaptations service to support the needs of disabled council tenants within the constraints of the resources available.
- 3.2 All referrals for aids and adaptations will be considered individually having regard to the criteria set out in this policy and the circumstances of the individual requiring the adaptations.
- 3.3 As part of the assessment process, other options may be considered, including the offer of a move to a more suitable property within our stock, where this is appropriate.
- 3.4 For major and complex aids and adaptations to family homes we will encourage and assist in a move to more suitable accommodation if this is appropriate.
- 3.5 When a property with major adaptations becomes vacant, we will seek to find a housing applicant or existing tenant who needs the adaptations we have carried out to the property.
- 3.6 We will make use of our aids and adaptations resources to provide proactive and planned generic adaptations to properties deemed suitable for such works.
- 3.7 The Policy should be read in conjunction with:
 - WHBC Repairs and Maintenance Policy
 - WHBC Complaints Policy
 - WHBC Equality and Diversity Policy
 - WHBC Equalities, Diversity and Inclusion Strategy
 - WHBC Data Protection Policy



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4. Definitions

- 4.1 An adaptation is an alteration to an aspect of a dwelling to assist the disabled person to live as independently as possible in their home.
- 4.2 A disabled person is someone who is defined as having a physical or mental impairment that has a substantial and long-term negative effect on their ability to do normal daily activities (Equality Act 2010).

5.0 Eligibility (medical needs only)

- 5.1 A person must be a Welwyn Hatfield Borough Council tenant, their partner or a member of their immediate family who is permanently resident in the household and has a physical impairment that is likely to last for at least 12 months, that substantially affects their ability to carry out normal day to day activities or access facilities in or around their home.
- 5.2 If a person does not live in a property owned by Welwyn Hatfield Borough Council and is not a council tenant, their initial enquiry should be directed to the Council's Private Sector Housing Team who deal with adaptation referrals for owner occupiers, housing association and private landlord tenants.

6. Minor Adaptations

- 6.1 The council will in most cases follow the guidance in/of '*Adaptations without delay – A practical guide and technical specifications for housing associations*' 2019 produced by the College of Occupational Therapists.
- 6.2 Tenants can request (self-refer) minor adaptations by contacting the council's Housing Maintenance Team on 01707 357 000. Any resident unsure of the extent of the required adaptation will be asked to contact Hertfordshire County Councils Occupational Therapist Services on 0300 123 4042. If a tenant requires additional support with accessing HCC Occupational Therapist services, we will assist where possible.
- 6.3 Minor adaptations (typically under £500) are easily installed and do not affect the future use of the property e.g. shower seats, lever taps, grab rails, half step and mop stick handrails.
- 6.4 Minor adaptation will be raised as a routine repair job (i.e. up to 25 working days) as long as they do not exceed £500 per property.
- 6.5 The likely timeframe for completing minor adaptations may be less depending on critical need or if there are immediate risks to the health and safety of the occupants of the property.



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- 6.6 All minor adaptations requests that cost between £500 and £1,000 will be assessed by the council's Adaptations Team, within 10 working days, to assess whether a major adaptation would be more suitable.
- 6.7 The council reserves the right to seek an Occupational Therapist's report on aids and adaptations requests below £1,000 in value on a discretionary basis, to ensure the proposed works meet the customer's individual needs in the most effective way.
- 6.8 If an assessment is required, once agreed, the council aims to ensure all minor adaptations are completed within 25 working days from the date the works are agreed and the order raised.
- 6.9 Minor adaptations do not include non-fixed equipment to assist with a disability or mobility problem that are normally supplied by Hertfordshire County Council Equipment Services.
- 6.10 During an assessment carried out by WHBC the surveyor is able to offer additional advice/guidance around other matters. This includes offering advice on insulation, energy efficiency, improvement and disrepair issues. They are also able to direct the resident to departments within the council who offer support on benefits and other housing-related issues. If the resident requires support accessing these departments, the surveyor can help with this.

7. Major Adaptations

- 7.1 Major adaptations (typically over £1,000) are adaptations that meet needs identified through an Occupational Therapist referral e.g. stair lift, over bath shower, level access shower, electric opening doors, ramps and hoists.
- 7.2 Approvals for major adaptations will only be made on receipt of an Occupational Therapist's assessment and clear recommendation that the work is necessary to sustain independent living, addressing basic medical needs only (with critical needs assessments receiving the greatest priority).
- 7.3 When assessing a request for an adaptation, the council will consider individual, technical and other relevant factors to ensure a balanced decision that makes best use of the available financial resources.
- 7.4 Wherever possible and suitable for a customer's circumstances, the council will endeavour to speed up approved requests for major adaptations through allocations or management moves agreed via Exceptional Circumstances Panel to an alternative suitable property that meet the required needs. This will include consideration of the suitability of the property, such as floor level and under occupation. For example, if a single-person requires an adaptation,



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but is occupying a larger family home, a transfer to a more suitable property is likely to be more appropriate.

- 7.5 The council will only consider approving major adaptations in non-adapted properties when moving or allocating to an alternative property is not appropriate or unlikely to meet medical needs (as identified by Occupational Therapist reports) within reasonable timescales. For example, the council has been unsuccessful finding a suitable property or a void property with the adaptations already in place, or a property that can be more easily adapted than their current home.
- 7.6 The council will consider the following criteria when prioritising permissions and providing funding for major adaptations works:
- There is a completed independent Occupational Therapist referral with all relevant information to make a full assessment.
 - The work requested is to assist in meeting a long-term medical condition that is likely to continue for the near future.
 - The Occupational Therapists eligibility criteria to decide if they have priority needs (with 'critical needs' receiving priority over those with 'substantial' needs').
 - Where there is more than one applicant with the same Occupational Therapist recommendation, priority will be given on date order (i.e. those that have been waiting longest).
 - Additional priority may be given where the requirement for adaptation is causing a current health and safety or fire risk.
- 7.7 The council reserves the right to refuse the request for a major adaptation on the following grounds:
- Where the adaptation is requested in a property that is due for demolition or major refurbishment within two years.
 - The property is unsuitable for the resident e.g. too large or too small for their household. In the case of under occupation, the council may on a discretionary basis waive this condition where no other suitable housing is available.
 - The property is unsuitable for adaptation.
 - Where the request is for the communal parts of buildings.
 - The adaptation is considered unreasonable and unsuitable for the tenants needs, for example installing a level access shower to a flat above ground level where there is no lift to access the flat.
 - The request is to address specialist needs other than basic needs (Example of specialist needs: self-washing or changing facilities).
 - The request affects other areas of health and safety i.e. fire safety.
 - The adaptation requested is unlikely to meet the needs of a progressive condition or on-going health needs.



- A suitable, alternative or already adapted property is offered and refused (depending on individual circumstances and subject to review by the Exceptional Circumstances Panel as outlined in 8.5, below).
 - Tenants are in persistent rent arrears, are subject to a current anti-social behaviour order or injunction action against them. The council may on a discretionary basis waive this condition in cases of critical need or where there are immediate risks to health and safety to the occupants of the property.
 - If the tenant has submitted an application under the right-to-buy (RTB) scheme. Tenant will be signposted to the Disabled Facilities Grant. The Referral will be reassessed if the RTB is withdrawn.
 - Under Schedule 5 of the Housing Act 1985 a RTB application can be refused if special facilities are provided wholly or partly for the purpose of assisting those persons with disabilities.
 - Where a tenant has transferred from another property within the last 12 months, which previously had the adaptations that are now being requested again; unless that property was confirmed to be no longer suitable for their needs by a health professional or council officer or if the tenant is downsizing to a smaller property.
 - Where the building structure is considered integrally unsuitable for technical and practical reasons, for example widening doorways in prefab buildings, wet floor showers in beam and block floors etc.
 - A suitable alternative adaptation is offered and refused by the tenant.
 - Where the tenant's needs may be met by a more reasonable solution. Particularly where the Occupational Therapist has recommended an extension or major works the tenants needs will be assessed and consideration given to applying alternative solutions, for example utilising a ground floor dining room as a bedroom, instead of building an extension, a smaller extension or rehousing.
 - Where the works would result in under occupancy.
- 7.8 Where a major adaptation is accepted, the council aims to ensure all major adaptations are completed within 6 months from the date they are requested. Adaptations where a move to a more suitable property has been identified are deemed 'complex'.
- 7.9 Where adaptation works include a new kitchen or bathroom/wetroom, the council will follow the councils approved kitchen and bathroom specifications including offering tenants a range of choice on colours etc where applicable.
- 7.10 The council may consider non-permanent adaptations if it is expected to take over 6 months to find a suitable alternative property.
- 7.11 The council will inspect all major adaptations on completion to ensure the work has been undertaken professionally and to check that the resident is satisfied with the work.



8. Complex Adaptations

- 8.1 Complex adaptations require work that is more extensive e.g. major remodelling, widening of doors, off road parking and extensions, and are often designed for the specific need of the individual. These works are of high cost and affect the future use of the property.
- 8.2 These adaptations are to be carried out within the original footprint of the property. Only in exceptional circumstances and where alternative suitable properties are not available will any works outside of the footprint including extensions will be considered.
- 8.2 Upon receipt of the Occupational Therapists report, where required a feasibility assessment will be carried out in consultation with the Occupational Therapist, along with a member of the council's Adaptations Team, Neighbourhood and Enforcement Team and Housing Allocations Team to assess whether the recommendations are reasonable and practicable 'in their nature. For new referrals this will include a visit to the property. Where the referral is similar in nature to previous referrals and the property layout is well known or a visit has taken place within the last 12 months then a desktop assessment will suffice. Where works are considered to beyond reasonable and practicable, the council reserves the right refuse to undertake these works or to offer alternative solutions including re-housing.
- 8.3 The feasibility assessment will seek to establish:
- If the works can be carried out within the footprint of the property.
 - If the recommendations are reasonable and practicable or are there more suitable alternatives that can be offered.
 - If there is a possibility for the tenant to be moved to more suitable accommodation.
 - Any implications of having the works done in relation to under occupancy and council tax rates.
 - The implications of the adaptation work when the property becomes available to re-let, in particular the impact on future allocations and under occupancy issues. The feasibility report will highlight these issues once confirmed.
 - If the adaptation works are suitable for the disabled tenant. Occupational Therapist confirmation that the proposal meets the needs of the tenant.
 - The feasibility of the adaptation in relation to the layout and structure of the property.



- The proposed works meet all planning, estate management and building regulation requirements. (This will not always be fully known until an application is put in).
 - Whether the estimated cost of the adaptation work is reasonable or likely to exceed the council's maximum budget provision.
- 8.4 Where it has been identified that a move to a more suitable property is both reasonable and practicable, the council reserves the right to refuse approval for the adaptations requested for the original home.
- 8.5 The council further reserves the right to refuse the request for a complex adaptation on the same grounds mentioned above in relation to Major Adaptations (point 7.7 above).
- 8.6 In situations where a suitable alternative or already adapted property is offered and refused, approval of the complex adaptation will be subject to review by the Exceptional Circumstances Panel attended by senior council representatives. Alternatively, if the person is on the Housing Needs Register, it might be appropriate to refer the case to the Exceptional Circumstances Panel for consideration of a review of their priority banding on the housing needs register or for consideration of a direct let to a suitable property if available.
- 8.7 The council may seek advice from an independent Occupational Therapist to assist with requests for complex (and sometimes major) adaptations. This individual will be registered with a professional body e.g. the Health and Care Professions Council (HCPC), or similar alternative.
- 8.8 We aim to ensure all complex adaptations are approved within 12 months from the date they are requested. However, due to the complexity of these adaptations, particularly involving extensive works such as extensions (requiring planning permission etc) then this timescale will be considerably longer. Due to the detailed nature of these requests, timescales to complete complex adaptations will be discussed and agreed at the time they are made. Works of this nature will not be agreed until they have also been financially approved.

9. Moving to a More Suitable Property

- 9.1 For those disabled tenants downsizing, we may be able to offer help to people who need financial assistance / help and/or support with the moving process. Each case will be looked at individually and the assistance/support will be tailored to individual needs.
- 9.2 Where circumstances allow, we may also offer:



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- Staff time to help tenants through the process with issues such as arranging removals, reconnection of gas and electric and other practical issues.
- Extra support via our tenancy support service for some tenants who may need it.

10. Legal Compliance

- 10.1 The Council will make a positive difference to our communities and to the people we employ, provide services to and do business with and aims to provide services which meet the needs of customers, employees and other people and groups, including people with protected characteristics, as defined by the Equality Act 2010.
- 10.2 The council will comply with the relevant legislation in regard to the provision of aids and adaptations services. The main provisions of the legislation are set out below:
- Providing auxiliary aids and services.
 - Changing provisions, criteria or practices (e.g. allowing a disabled person who uses an assistance dog to take a property that might otherwise have stipulated 'no dogs').
- 10.3 Despite having no legal requirement under the Equalities Act 2010 to alter any physical features of our properties, the council is committed to promoting choice for independent living for its existing residents and applicants who have a disability or require an aid or adaptation.
- 10.4 The council will ensure that no person nor group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for the following core strands of equality.
- 10.5 The council will also ensure that all services and actions are delivered within the context of current Human Rights legislation. Staff and others with whom we work, will adhere to the central principles of the Human Rights Act (1998).

11. Financial Considerations

- 11.1 The council will set an annual budget identified within the annual Business Plan, which will be used as efficiently as possible to provide a fair and accessible service to all existing tenants, whilst demonstrating value for money.
- 11.2 In the event that the demand for assistance exceeds the annual budget allocation, a waiting list will be operated subject to priority need which can be rolled forward into the next financial year.



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- 11.4 The council may request that multiple adaptation requests to a single property are separated into highest need to manage funding by allocating priority to certain adaptations.
- 11.5 For all adaptations, the council's Contract Procedure Rules must be followed to ensure that stewardship and probity are maintained within the Council and that Approved Officers obtain Best Value services and Value for Money from purchasing arrangements.
- 11.6 Occupational Therapists requesting adaptations for private tenants should be directed to the Council's Private Sector Housing Team who facilitate all adaptation referrals for owner occupiers, housing association and private landlord tenants.
- 11.7 The council will recoup costs for any adaptations works over £5,000 should the tenant move from their adapted home or complete a RTB application within five years of receiving the adaptation. This amount will reduce by 20% per annum over the five-year period.
- 11.8 Under very exceptional circumstances or where the council instigates a move, the council may consider waiving some or all of this charge.

12. Use of Adapted Property

- 12.1 It is expected that once major adaptations have been completed the tenant continues to live in the property unless circumstances do not allow for this (such as a worsening medical condition).
- 12.2 Where substantial works have been carried out to the property and the person requiring the adaptations dies or is unable to remain at the property and moves elsewhere, the remaining members of the household may be asked to move to alternative accommodation in line with the allocations policy.
- 12.3 If a customer applies for re-housing or a mutual exchange, unless their circumstances have changed, they will normally be classed as adequately housed and therefore will not qualify to join the housing needs register.

13. Letting Adapted Properties

- 13.1 Where a property with major adaptations becomes vacant, we will generally advertise the property through the choice based letting scheme with a view to finding an applicant who needs the adaptations.
- 13.2 If a property has specific or extensive adaptations, we will advertise the property with priority for those with an identified need for the adaptations. There may be occasions where a decision may be made not to advertise the



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property but to make a direct offer to an applicant or existing tenant who has a need for the adaptations. This would be agreed via Exceptional Circumstances Panel.

14. Prioritising and timescales for adaptations

- 14.1 Occupational Therapist reports are normally processed in chronological order. However, we recognise that on occasions we will receive a request to fast track the adaptations for exceptional reasons. Where possible and appropriate we will fast track the works requested.
- 14.2 Minor adaptations have a target deadline of 25 working days (unless part of a major adaptations request, where they may be completed at the same time).
- 14.3 Major adaptations have a target deadline of 6 months from receipt of the Occupational Therapist Report, although we aim to complete 80% of major adaptations within 3 months.
- 14.4 Complex adaptations where work that is more extensive e.g. major remodelling, widening of doors, off road parking and extensions, we aim to have these works approved within 12 months from the date they are requested. However, due to the complexity of these adaptations, particularly involving extensive works such as extensions (requiring planning permission etc) then this timescale will be considerably longer. Due the detailed nature of these requests, timescales to complete complex adaptations will be discussed and agreed at the time they are made. Works of this nature will not be agreed until they have also been financially approved.

15. Implementation

- 15.1 Staff have a responsibility to be aware of the Aids and Adaptations Policy and to signpost any customer queries that may arise.
- 15.2 Decisions related to extensive alteration (on the recommendations of Occupational Therapists reports and subject to budget / resource availability) must be approved by the Asset Manager and where necessary, a member of the operational housing team.

16. Performance

- 16.1 Service standards and Key Performance Indicators (KPI's) are monitored at monthly contract monitoring meetings, held between the Building Surveyor responsible for day-to-day operations, the contractor responsible for the works and other members of the Asset Management Team.



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16.2 The Assistant Director for Homes and Neighbourhoods has overall operational responsibility for the aids and adaptations service.

16.3 Every tenant that receives an adaptation will be asked to complete a customer satisfaction survey. The results of the survey will be used to measure the satisfaction of the tenant in relation to the way the works were managed, and these are also used as part of monitoring the contractors performance.

17. Appeals and Complaints

17.1 Any person who is not satisfied with the way the council or its contractor(s) has dealt with the service they have received regarding the aids and adaptations service, has the right to have their case investigated via the council's complaint procedure.

17.2 Any person who has had their request for aids and adaptations refused may request that the decision be reviewed by using the council's complaints procedure.

17.3 The Housing Ombudsman Service can assist with complaints where a resident may be able to engage with the Ombudsman's dispute support advisors. The Housing Ombudsman Service can be contacted by phone on 0300 111 3000, email info@housing-ombudsman.org.uk or online at www.housing-ombudsman.org.uk.

18. Responsibility

18.1 The Assistant Director for Homes and Neighbourhood is responsible for this policy. This includes its implementation and review, ensuring that all related procedural and guidance notes are timely and accurate. Each Assistant Director/Director will be responsible for ensuring that teams adhere to this policy, our customer service standards and for driving performance improvement where that is required.

19. Impact Assessment

19.1 An impact assessment on our Adaptations Policy has been conducted during the consultation process.

20. Review

20.1 This policy will be reviewed every three years, with interim revisions to be made on an exceptional basis considering any legislative or regulatory changes, or in line with best practice.



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21. Getting in touch with us

Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts, AL8 6AE
Telephone: 01707 357 000
Email: Adaptations@welhat.gov.uk

Website: www.welhat.gov.uk

Our opening hours are: 8.45am to 5.15pm Monday to Thursday, 8.45am to 4.45pm Friday



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Equality Impact Assessment

Assessment completed by: Paul Horsley

Name of policy/project/service to be assessed	Aids and Adaptations Policy		
At what stage of consultation has this EqIA been prepared?	Pre consultation <input checked="" type="checkbox"/> Post consultation <input type="checkbox"/> No consultation required <input type="checkbox"/>		
Method of analysis undertaken and dates	Managers – desktop screening <input checked="" type="checkbox"/> Employee Forum <input type="checkbox"/> Stakeholder review <input type="checkbox"/>	Date: 04/12/24 Date: Date:	
Who does the policy or service affect?	Customers (public) <input checked="" type="checkbox"/> Internal (staff/Members) <input type="checkbox"/> External (partners/contractors/agencies) <input checked="" type="checkbox"/> Other <input type="checkbox"/>		
What are the aims/objectives/purpose or outcome or intended effects of the policy, project or service?	To update the Aids and Adaptations policy in line with current practises and following guidance from the Ombudsman Service. The policy aims to: <ol style="list-style-type: none"> 1. Set out the scope of the service in providing adaptations and the criteria by which the council will assess all requests for adaptation work. 2. To support the needs of disabled tenants in providing adaptations where reasonably practical to do so and subject to the provision of available funding. 3. To have regard to the council's duty to manage its housing stock effectively and to make best use of its stock, through the council's Housing, Homelessness and Rough Sleeping Strategy, Asset Management Strategy and Housing Delivery Strategy 2019-2025. 		

	<ol style="list-style-type: none"> 4. To optimise the use of resources for aids and adaptations, always having regard for value for money. 5. To comply with legal and statutory requirements such as the Equalities Act 2010, and the Housing Act 2004 in relation to the provision of disabled adaptations. WHBC will cooperate with HCC in order to assist them with meeting the provisions of the Care Act where possible however these provisions remain the responsibility of HCC. To deliver a high-quality aids and adaptations service where there are clear channels of communication and established joint working practices with partners. 6. To comply with legal and statutory requirements such as the Social Housing (Regulation) Act 2023 and regulatory standards set by the Regulator of Social Housing.
What equality data is available relating to the use or implementation of the policy, project or service?	<p>In 2021, 6.0% of Welwyn Hatfield residents were identified as being disabled and limited a lot. Just under 1 in 10 people (9.7%) were identified as being disabled and limited a little. The percentage of Welwyn Hatfield households that lived in a socially rented property is 25.4%.</p> <p>(taken from Office for National Statistics Census 2021)</p>
What consultation has taken place in the development or review of the policy, project or service?	<p>The policy has just been reviewed and the intention is to undertake consultation with internal colleagues affected by the policy such as the Neighbourhood's and Allocations teams along with external strategic partners such as our delivery contractors and the OT service to ensure that the policy is accurate and relevant to the needs of those who require access to the service. We also intend to share the policy with residents from the tenants panel to gather their views and input.</p>

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

	Positive	Negative	Neutral	Evidence & Comments
Age	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Many older tenants require aids and adaptations to their homes to enable them to live independently. Provision of these adaptations will ensure that tenants are not constrained in their choice of home. The scheme is designed to improve their quality of life.</p> <p>Children can be eligible for help and these cases there is often a more significant adaptation or extension required.</p> <p>Some requests for adaptations will be refused, if it is deemed that it is not reasonable and practicable – however this will be done in tandem with providing advice and help with alternative options. Therefore on balance the policy is considered to be positive.</p>
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Many tenants with disabilities require aids and adaptations to their homes to enable them to live independently. Provision of these adaptations will ensure that tenants are not constrained in their choice of home. The scheme is designed to improve their quality of life.</p> <p>Some requests for adaptations will be refused, if it is deemed that it is not reasonable and practicable – however this will be done in tandem with providing advice and help with alternative options. Therefore on balance the policy is considered to be positive.</p>
Ethnicity				The council will ensure that no person nor group of persons will be treated less favourably than another person or group of persons and will carry out our

	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>duty with positive regard for and aims to provide services which meet the needs of customers, employees and other people and groups, including people with protected characteristics, as defined by the Equality Act 2010.</p> <p>The council will adapt our approach to meet differing needs such as making alternative appointments in consideration of a tenant's faith, where this is possible. 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.</p>
Gender re-assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified
Marriage/Civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified
Pregnancy & Maternity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified

	Positive	Negative	Neutral	Evidence & Comments
Religion or belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>The council will ensure that no person nor group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for and aims to provide services which meet the needs of customers, employees and other people and groups, including people with protected characteristics, as defined by the Equality Act 2010.</p> <p>The council will adapt our approach to meet differing needs such as making alternative appointments in consideration of a tenant's faith, where this is possible. 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.</p>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified
Sexual orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None identified

Equality Impact Assessment Outcome:

- Low risk ☒
- Medium risk ☐
- High risk ☐

Any other comments:

For Steering Group use only:

Comments:

Part I

Item No: 0

Main author: Marissa Kodikara/Joyce Guthrie

Executive Member: Gemma Moore

All Wards

WELWYN HATFIELD BOROUGH COUNCIL
CABINET HOUSING PANEL 19TH MARCH 2025
REPORT OF THE EXECUTIVE DIRECTOR (PLACE)

HOMELESSNESS AND ROUGH SLEEPING STRATEGY – 2025 - 2029

1 Executive Summary

- 1.1 The purpose of this report is to provide an update and summarise the Council's Rough Sleeping and Homelessness Strategy 2025-2029, and its attached action plan.
- 1.2 Every 5 years the council publishes a revised Homelessness and Rough Sleeping Review and Strategy. This captures the context of homelessness within the borough and sets out an action plan to reduce the levels of homelessness and rough sleeping, with support of the housing officers and our partner organisations.

2 Recommendation

- 2.1 It is recommended that Cabinet Housing Panel note the contents of this report and agree that the consultation process for the Council's Rough Sleeping and Homelessness Strategy for 2025-2029 (Appendix One) can commence.

3 Explanation

- 3.1 The strategy provides a review of rough sleeping and homelessness within the borough. It clearly demonstrates the increase of homelessness approaches over the past 5 years, however, the number of rough sleepers has remained around the same level. It notes this is greatly due to the COVID19 Pandemic, Cost of Living Crisis and Housing Crisis. Consequently, the review demonstrates the need for action.
- 3.2 The review accounts for local context (undertaken through a statistical review, and staff engagement), as well as national context. Most considerably, it gives an indication towards the national policy changes which have occurred altering the housing scene, and the future of housing in relation to the new labour government.
- 3.3 The proposed action plan included covers the 4 aims below, breaking down each into objectives and actionable measures to ensure we can achieve our goals. The following four objectives have been developed from the statistical review of homelessness and rough sleeping within the borough, national and local context, alongside stakeholder engagement: including Staff, Partner Organisations and Residents.

- **Eradicate Rough Sleeping in the Borough;** This objective will ensure that everyone within the borough has access to warm spaces, and a bed to feel safe and secure. To be achieved by ensuring all rough sleepers are engaged with outreach services, holding regular meetings with external services to maintain consistent communication and strong intermediate support services.
- **Proactive Preventions and Relief for Homelessness;** by committing to staying informed and proactively respond to government legislation, including Domestic Violence Acts and Armed Forces Acts, we aim to comprehensively address all aspects of homelessness support and options.
- **Maximise the efficiency of our services;** includes undertaking a review of internal and external teams and services to highlight gaps and ensure funding is appropriately allocated. We will also use this to identify additional services needed for the borough and develop a strong marketing campaign to increase the presence and awareness of available services.
- **Enhance Housing Options to Meet Resident Needs;** this objective aims to widen the support we offer to all in need. We will ensure feedback is accounted for, that there is sufficient housing available for all individuals, through redevelopment of Temporary Accommodation, and a continuation of personalised and varied housing pathways.

3.4 The proposed Homelessness and Rough Sleeping Strategy and Action Plan is included in Appendix 1.

3.5 The Council received a significant increase in the grant funding for homelessness and rough sleeping, the grant award for 2025/26 was £1,666, 292. This grant will be used to increase the support to tackle homelessness and rough sleeping.

4 Legal Implications

4.1 There are no direct legal implications arising from the strategy.

5 Financial Implications

5.1 The Homelessness and Rough Sleeping strategy has been developed with consideration to the upcoming HRA forecast, and Housing Business Plan with budget setting for 2025/26.

5.2 There has been certainty for 2025/26 with a grant award from central Government about the continuation of certain funding streams to local authorities that currently support homelessness. The strategy therefore takes into account that this funding streams.

6 Risk Management Implications

6.1 Risks are associated with the delivery of key projects and service performance.

6.2 Risk management implications will be reviewed as part of the Council's project management and risk management frameworks.

7 Security and Terrorism Implications

- 7.1 There are no security and terrorism implications directly arising from the recommendation.

8 Procurement Implications

- 8.1 There are no procurement implications directly arising from the recommendation.

9 Climate Change Implications

- 9.1 There are actions surrounding planning and increase of temporary accommodation which may have implications on our Climate Change initiatives.

10 Health and Wellbeing Implications

- 10.1 The continued promotion of Health and Wellbeing of our residents is a key commitment from the Rough Sleeping and Homelessness Strategy. This is primarily in respect of those in need of drug and alcohol support, as well as mental health services.

11 Communication and Engagement Implications

- 11.1 The draft strategy will be subject to a six week consultation period which is proposed to commence in mid April and concluding at the end of May. The consultation will be available online and will be sent to all partners, It will be promoted through the Council's website and social media posts
- 11.2 This report will involve an element of communication, through implementation of the action plan in internal team communication channels. Additionally, it will involve the communication and engagement team when developing marketing campaigns to promote awareness of services.

12 Human Resources Implications

- 12.1 There are no direct human resources implications directly arising from the recommendation.

13 Link to Corporate Priorities

- 13.1 This strategy is linked to the Council's Corporate Priority:

"Homes to be Proud of"

- Build new social and affordable homes
- High quality homes for all
- Support and prevent homelessness
- Plan for future homes in the right places

The strategy covers all our priorities within the action plan in dedication to lowering levels of homelessness and rough sleeping within the borough.

14 Equality and Diversity

- 14.1 An Equality Impact Assessment has not been undertaken for this strategy.

Author: Marissa Kodikara/ Joyce Guthrie

Title: Graduate Trainee/ Assistant Director (Leisure, Community & Culture)

Date: 27/02/2025

Appendices:

Appendix One – [Rough sleeping and Homelessness strategy .docx](#)

Welwyn Hatfield Borough

Council Homelessness and Rough

Sleeping Strategy 2025-2029



Welwyn Hatfield Borough Council Homelessness and Rough Sleeping Strategy 2025-2029..... 1

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Introduction

Welwyn Hatfield Borough Council's (the Council) Homelessness and Rough Sleeping Strategy 2025–2029 has been developed to set out the council's plans to effectively prevent and relieve homelessness, eliminate rough sleeping and address the local housing need, over the next five years. It builds on the successes of our previous strategy (2019-2024), whilst being fluid enough to respond and adapt to the shifting environment in which homelessness, housing and support services must be delivered in.

Residents' housing circumstances shape their experience of living in our borough. A good home is more than just a place to live, it provides a foundation from which people can build a happy and healthy life. In short, a good home is the foundation of a good life. Despite our best efforts there continues to be residents who are still at risk of homelessness, living in temporary accommodation or sleeping rough.

Since the introduction of the Homelessness Act 2002, and amendment in 2017, the council – and all housing authorities – has a legal duty to carry out a Homelessness Review and take responsibility for tackling and preventing homelessness, and to publish a strategy every 5 years. This strategy will review the current condition of homelessness and rough sleeping within Welwyn Hatfield Borough, account for comments from stakeholders and set out the objectives and actions that we will undertake to address the pressures which cause homelessness and rough sleeping.

Borough Profile:

Welwyn Hatfield is a fairly affluent borough in rural Hertfordshire, situated only 11 miles from central London. There are high employment and wages comparative to the national average, coupled with excellent transport links, making it an attractive commuter area. However, these factors also drive up the housing demand, particularly for affordable housing, creating significant challenges to access and to provide suitable accommodation for all residents.

Recent events, including the Covid 19 pandemic, the subsequent cost-of-living crisis and housing crisis, have exacerbated homelessness and rough sleeping nationally, and within the borough. Recognising our increased responsibility, the council is committed to working closely with partners, applicants and housing agencies to offer advice and support. A critical importance of this strategy is to ensure delivery of secure, high quality social housing for those in need.

Initiatives from our previous homelessness strategy included restructuring the housing options team and enhancing relationships with partners to deliver a wide range of services. This continue to be instrumental in maintaining low rough sleeping numbers and improving responses to homeless applications. A full list can of key successes from our 2019-2024 homelessness strategy can be found in appendix B.

This strategy is of high importance to our councils' vision to 'Put the Community at our Heart' and priorities for 2024-2027 (see appendix C):

- **Homes to be Proud of.**
- Enable an economy that delivers for everyone.
- Action on climate change.
- Run an effective council.
- Together, create opportunities for our communities.

Within our priorities "tackling homelessness, meeting local housing need, improving quality and increasing housing supply" are all at the forefront of the Council's dedication to lowering the levels of homelessness and rough sleeping.

Local Context

Our previous strategy highlighted in earlier years most people within the borough owned their own homes, but the number of people who can afford to purchase continues to diminish.

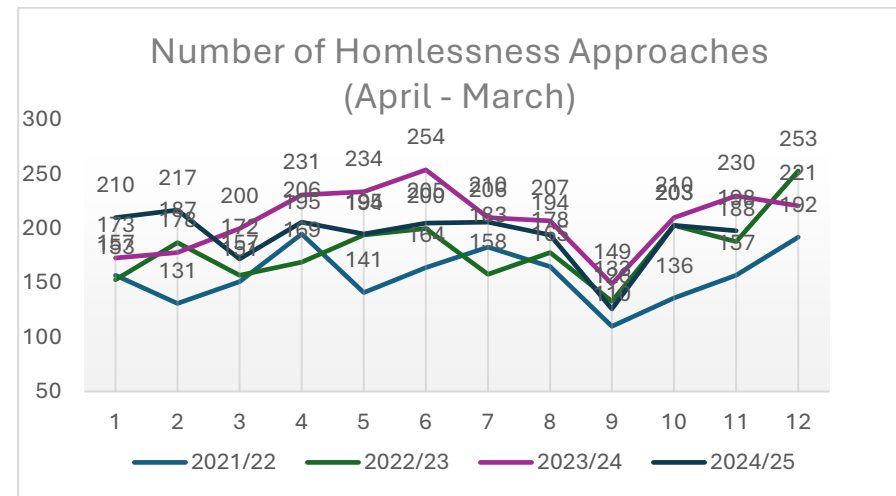
Although Welwyn Hatfield is low on the indices of deprivation, in current circumstances, unemployment continues rise, more people are losing their homes and food-bank use has considerably increased. The council recognises this inflation significantly worsened due to the housing crisis, Covid-19 pandemic, and the cost-of-living crisis.

Homelessness Approaches:

Increased difficulty of rent payments, purchasing of homes and the exacerbated number of evictions – primarily due to selling of privately rented properties – have caused a significant rise of homelessness

approaches within the borough. The number has substantially increased to over 200 a month in the past year (2024/25).

The number of Homelessness Approaches from 2021-2025:



The main reasons for homelessness approaches within Welwyn Hatfield have remained similar since our last strategy was published.

As of 2024-25, 2235 approaches required assessment, and of those assessed 723 (33%) were owed a duty as they were homeless or threatened with homelessness.

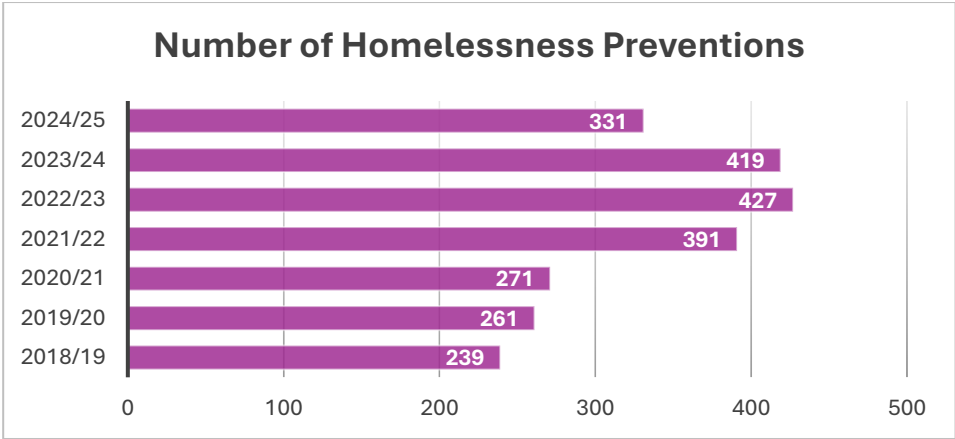
The top 5 reasons for homelessness approaches were as follows:

Reason for Homelessness Approach	Number of Approaches
Family or friends no longer willing or able to accommodate	325
End of private rented tenancy - assured shorthold	154
Non-violent relationship breakdown with partner	100
Domestic abuse	98
Eviction from supported housing	96

Reason for Homelessness Approach 24/25	Number of Approaches
Family or friends no longer willing or able to accommodate	195
End of private rented tenancy - assured shorthold	124
Non-violent relationship breakdown with partner	61
Domestic abuse	88
Eviction from supported housing	59

Homelessness Preventions:

Since our last strategy, the number of preventions has increased proportionally to the number of approaches, as presented below:

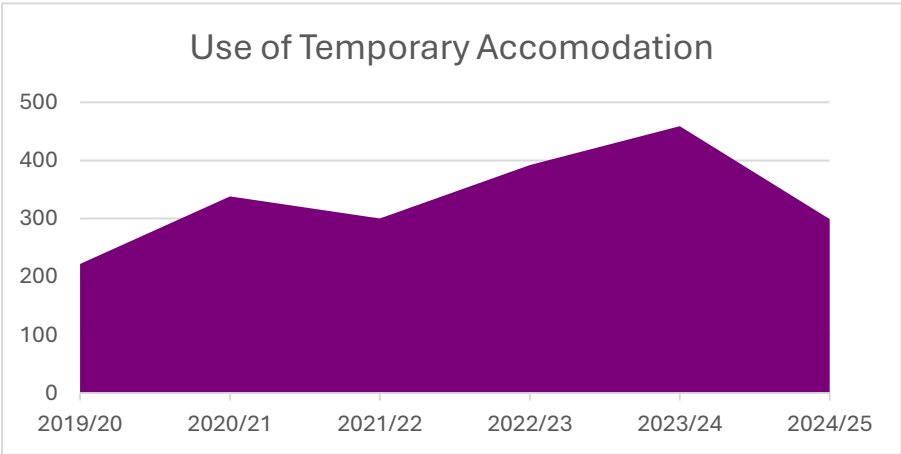
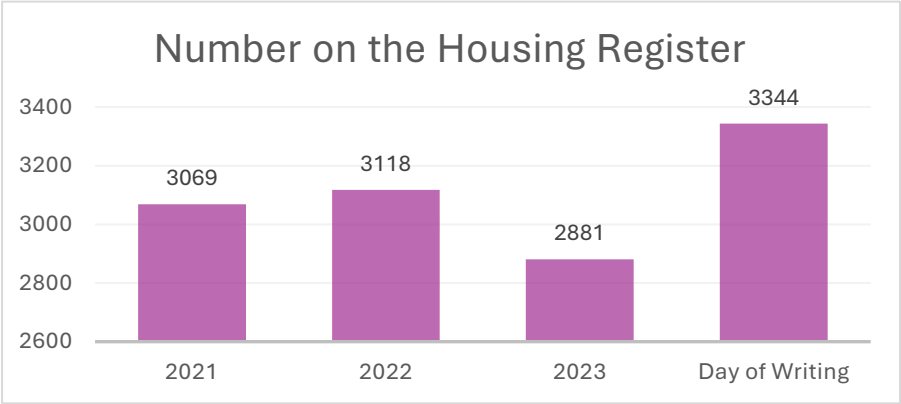


Actions which led and continue to aid in the prevention or relief of homelessness include working with partner organisations to offer mental health support, tenancy sustainment and advice, paying off rent arrears, assisting with the cost of a new tenancy, and funding projects that provide supported accommodation.

Temporary Accommodation and Housing Register:

A secondary impact of the high increase of homelessness approaches and cases is number of those in temporary accommodation and those on the housing register. A crucial reason for this is due to the lack of affordable and social housing within the borough to accommodate the current numbers.

The following graphs shows the numbers of individuals on the housing register since 2021, and use of TA since 2019/20:



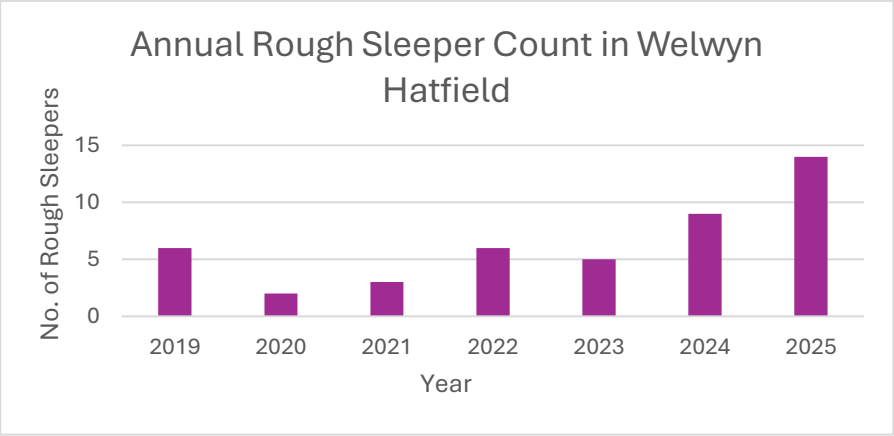
Addressing the significant rise in temporary accommodation needs within the borough is a top priority. The concern continues as we currently have 202 households in temporary accommodation and 12 households in hotels/B&Bs, however the council holds 118 units of temporary accommodation.

Additionally, two of our key TA sites (Howlands House and Burfield Close) are redevelopment projects underway. The lack of sufficient move-on options has necessitated the use of costly night shelters and the placement of residents outside the borough, such as in Peterborough. Although these emergency measures are not ideal, they have been essential for maintaining low rough sleeper numbers.

Rough Sleeping:

Compared to the national average of 6.8 per 100,000, the number of rough sleepers in Welwyn Hatfield remains low. At the time of writing, we are aware of 14 rough sleepers within the borough. It should be noted that despite best outreach efforts not all individuals desire to engage with officers and support.

In our borough, we continue to use an evidence-based estimate, including a spotlight count, to provide a realistic snapshot of those sleeping rough. This approach, chosen due to our large remote and rural areas, is also used by 237 other local authorities. The results from the past five years are as follows:

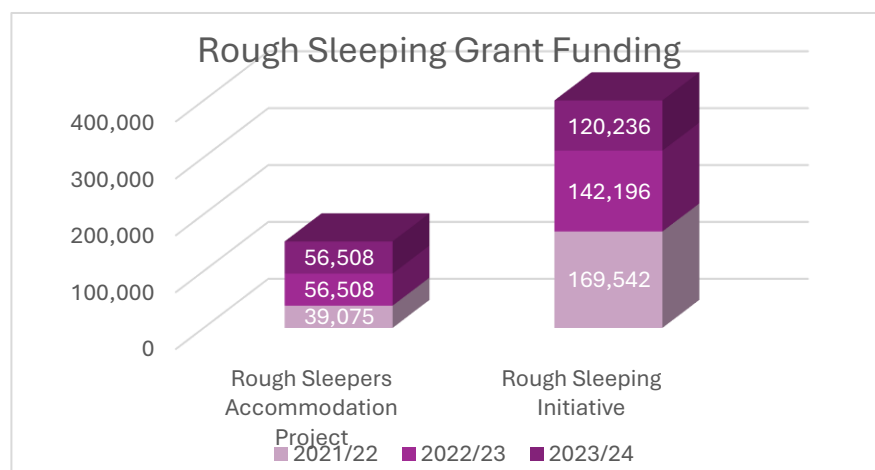


Resourcing:

A crucial way to minimise numbers and ensure the smooth implementation and delivery of our homelessness services is through securing grants from central government. Over the last three years, the Homelessness Prevention Grant's from government have been as follows:

YEAR	GRANT SUM
2021/22	£605,589
2022/23	£584,549
2023/24	£723,402
2024/25	£729,482

In addition to this, we were successful in receiving funding for accommodation, which is provided by YMCA and Drug link, and received Rough Sleeper initiative grants. These have been instrumental to our efforts over the past three years, however, are set to end 31/03/2025. The below graph shows the funding over the past 3 years and its decrease:



Whilst there is an expectation that these grants will be replaced, there can be no assurance. Councils across the country are waiting for announcements from government departments about what might replace these funding streams. There will almost certainly be a bid put in for funding for rough sleeping services if/when that opens, and other funding pots will be considered.

National Context

The biggest impact for years to come will be the re-introduction of a Labour government. There are numerous measures favoured and promised for the future, and although at the time of writing no laws have been passed by this government, there is a clear shift in direction for housing. In specific reference to housing and homelessness, they have promised to “deliver the biggest boost to affordable, social and council housing”.

The following points are noted from post-election broadcasting, outlining the new labour government's commitments which may impact our services:

- Planning reform
 - Devolution of services - changes to planning restrictions and requirements in which local authorities will take more control of building homes.
 - Seek to accelerate the delivery of high-quality infrastructure and housing by including targets for local councils to build more homes.

- Renter Protection
 - The ending of section 21, “no faults” evictions - this has been noted from our housing staff, and nationally, as the number one cause of homelessness from the private sector.
 - Extension of Awaab’s Law to the private sector to guarantee safe, high-quality homes and regular standards checks.

Additionally, national policy has been a driver of many notable changes in actions towards reducing homelessness and rough sleeping, both nationally and across the borough, since writing our last strategy:

- The effectiveness of services since the **Homelessness Reduction Act 2017**, and **Rough Sleeping Strategy since 2018** has driven national levels of rough sleeping down by 50% since 2017.
- The **Coronavirus Act in 2020**, introduced national changes to delivery of front-line services to residents, massively impacting landlords and housing authorities through protecting tenants from eviction. Another related scheme “**Everyone In**”, whereby the government provided councils with initial funding of £3.2m, representing the necessity and will to reduce rough sleeper levels.
- The impact of **Brexit**. Reduction of housing assistance from local authorities from January 2021, meant citizens from the European Economic Area no longer receive access to social housing to homelessness assistance, until granted indefinite leave to remain. Similarly for rough sleepers, they will be asked to leave with assistance or if not, in some cases forcibly removed.

- **Domestic Abuse Act 2021** imposed a greater duty on local authorities in England to accommodate, provide refuge and support victims of abuse and their children.
- **Armed Forces Act 2021** introduced increased responsibility for local authorities. Due regard must be paid to the principles of the Covenant, when carrying out specific public functions in various areas, including of housing.
- **Social Housing White Paper 2023** came into effect April 2024 and lays out the standards needed to be met by social housing landlords in order to provide adequate housing and tackle the stigma of inequalities in social housing. This holds local authorities to account and ensures the same standards for permanent social housing are replicated for those in temporary accommodation.

Stakeholder Engagement

Engaging our staff, partner organisations, and residents was crucial to understand the real impact of the housing crisis on residents in our borough. It required more than analysing statistical data, which led us to undertaking conversations with those directly involved to provide a broader perspective, and to be directly responsive to the community's needs.

What our residents say:

It was important to us to understand resident perspectives on housing and homelessness within the borough, and the importance of our measures. We used our community survey undertaken in August to September 2023 and discussed feedback staff received from residents they had engaged with, particularly in temporary accommodation.

From the community survey, with over 1300 responses, the importance of tackling homelessness within the borough ranked 3rd most important for our priorities in the local community. 4/5 top priorities were housing related within this section, and 9% of the comments about priorities for the local community were focused on preventing homelessness. Through this resident told us we need to:

- “Ensure the homelessness situation is addressed, and support is provided”.
- “Prevent homelessness by providing support to vulnerable people”.
- “Finding suitable accommodation for homeless people”.

Residents recognised the necessity of more affordable housing, and the importance of planning for local needs, and many comments clearly indicated simply to “care for local people”.

This survey fed directly into developing our corporate priorities, most significantly it encouraged our aim of “support and prevent homelessness” under our wider vision of “Homes to be Proud of”.

What our partners say:

At Welwyn Hatfield Borough Council, we collaborate with a range of partners and organisations to deliver diverse support services for those in need of. We are dedicated to ensuring there is a series of support available and are determined to increase awareness and use of these services.

Through consultations with these partners, several key strengths were identified: our determination to help in any way possible, strong communication, and the supportive relationships maintained by our housing officers.

Partners emphasised the importance of continuing to be responsive and flexible, as each homeless application presents unique challenges and must be treated on a case-by-case basis.

While maintaining these strong relationships is not without its challenges, our partners are committed to working together to uphold them. They suggested certain areas for improvement:

- Sharing relevant information from the start of each process to reduce repeat questioning or delays.
- Standardising our housing support criteria to enhance service efficiency, especially when multiple people are involved or during handovers.
- Educating the public and council officers about homelessness to aid in reputation building and removing stigma.
- Improving and better support for move-on services. Whilst this is challenging in the current housing climate, it remains a critical area for development within Welwyn Hatfield and wider areas.

Additionally, Hertfordshire County Council (HCC) Child Services emphasised the importance of understanding and fulfilling our role as a "corporate parent," particularly in supporting care leavers and considering their trauma.

What our staff say:

During this consultation we spoke with our frontline staff from the Housing Options, Housing Allocations and Temporary Accommodation teams. Our staff stressed the increase of homelessness approaches and the numerous, complex reasons for these.

Our staff highlighted the impacts and strain of the section 21 evictions, therefore the necessity of engaging further with private landlords. Section 21 is now set to be removed under the new government. This change in policy prompted the importance of keeping staff up to date on new regulations and additional pathways to keep residents housed. Additionally, the importance of strengthening ties with private sector housing and landlords, to avoid further evictions.

It was widely expressed the increase of number of households threatened with homelessness requires fluid services that engage and guide residents, encouraging proactive solutions and public education. Moreover, staff noted while we offer a strong range of services and maintain good relationships, we must regularly review and ensure their effectiveness.

Our staff explained the increase in complex needs among rough sleepers, which has risen particularly due to post-pandemic mental health impacts. Partners and organisations need a better understanding of Welwyn Hatfield's context and the individuals' complex needs in order to combat this challenge. Staff recognised the clear need for intermediate services, as many repeat returners don't fit the requirements of existing support options or have lacked adequate support. To keep rough sleepers off the streets, we must provide services and accommodation for those with vulnerabilities who aren't at the extremes.

Vision and Action Plan:

Our Vision: To ensure people are safe and have a good home with the foundation from which they can build a happy and healthy life.

The Council's homelessness review and consultation with stakeholders has determined that the key priorities identified in our Housing and Homelessness Strategy 2019-2024 are still relevant, however, requires some refinement.

The strategy has been developed to build on the progress we have made in the last five years, but to enhance our objectives and the measurable outcomes we seek to achieve, working with all essential stakeholders.

The Council aim to achieve this through developing a dedicated structure of realistic solutions, outcomes and actions to bring key stakeholders together, work to review and implement future structures.

Our Main Objectives:

1. Eradicate Rough Sleeping within the Borough
2. Proactive Prevention and Relief of Homelessness
3. Maximise the Efficiency of our Services
4. Enhance Housing Options to Meet Residents Needs

Aims	Objectives	Measures
Aim 1: Eradicate Rough Sleeping within the Borough	1. Ensure there are no rough sleepers in the borough.	<p>All rough sleepers are in contact and engaging with outreach support.</p> <p>Developed a plan to organise assistance for rough sleepers nightly.</p> <p>Confirm no one is sleeping rough within in the borough, offering assistance to those that are, and where necessary, taking enforcement action against those that refuse.</p> <p>Ensure the principles of Housing First are sustained throughout our practises, through work with Homeless Link.</p>
	2. Develop and expand our relationships with partners.	<p>Uphold and track the frequency of meetings with partners, through organisation and attendance of cross partnership meetings.</p> <p>Consultation held with partners to understand their requirements and ensuring frequent communication and meetings</p>
	3. Increase move on options from temporary accommodation to reduce repeat cases.	<p>Using successful thought from the “Everyone In” programme, ensure it is known anyone sleeping rough has at least one offer of accommodation available.</p> <p>Engage with TA residents to inform them of their options.</p> <p>Development and engagement of intermediate support services.</p>
	4. Review emergency accommodation as means to provide warm and cool spaces. 4a. With a focus on winter provisions	<p>Explore locations within the borough to provide warm/cool spaces.</p> <p>Develop a policy/strategy for emergency night provisions.</p>

	5. Improve provisions and support for those who are not owed an accommodation duty.	<p>Work with services to provide “intermediate support services”.</p> <p>Improve awareness and access to support services for all residents (mental health, drug and alcohol) through media communications.</p>
	7. Promote rough sleeper support services and increase public knowledge around the subject.	<p>Create leaflets/flyers describing the services and support available.</p> <p>Host drop-in sessions to provide advice and support for those who may need the support services.</p>
	8. Development of the website to include a range of support services	Monitor the number of clicks and responses.
Aim 2: Proactive Preventions and Relief of Homelessness within the Borough	1. Continue to implement new and current legislative framework into everyday work.	<p>Monitor changes to policy and law, collating into a document.</p> <p>Monthly team meetings to review changes and discuss “next steps forward” from legislation.</p> <p>Attendance of meetings with HCC and Ministry of Housing, Communities and Local Government.</p> <p>Provide up to date training and advice for staff on the front line.</p>
	3. Increase efforts to reduce and react to situations of Domestic Violence	<p>Regular review meetings with SADA to ensure supported services and up to date knowledge.</p> <p>Establish pathways of support and housing for those fleeing Domestic Abuse – work with HCC on their commissioned specialised DA service.</p> <p>Continue strong working relationships with DV partners; SADA, HCC, WelHat Womens Refuge, Safer Places.</p>

	4. Work with service users to build up resilience and self-sufficiency.	<p>Implement support programmes:</p> <ul style="list-style-type: none"> - Tenancy sustainment workshops and advice. - Understanding housing options <p>Have the programmes in collaboration with partners for visibility of services.</p>
	5. Continue to work on the Homelessness Prevention protocol, with partners - “eviction as last resort”	<p>Work with Registered Social Landlords and supported housing providers to explore all options before eviction process is taken.</p> <p>Commit to involve prevention services before any possession action starts.</p>
	6. Increased awareness of responsibilities for the Armed Forces.	<p>Uphold the armed forces covenant within the borough, through work with HCC.</p> <p>Housing officers and outreach services are always aware of asking individuals whether they are a veteran, giving special consideration.</p>
Aim 3: Maximise the efficiency of our Services	1. Improvement of external services and their efficiency	<p>Undertake a review of external services impact, costs and benefits.</p> <p>Continuation of the efficient and essential services.</p> <p>Uphold a record of services and their delivery.</p>
	2. Improvement of internal services and their efficiency	<p>Regular reviews of the team and internal support service’s efficiency.</p> <p>Ensure standards of service are maintained in line with the council’s CORE values.</p> <p>Highlight gaps within the team and services, including identifying the need for specialised positions.</p>

	<p>3. Commit to maximising access to funding and resources.</p>	<p>Monitor new funding opportunities released and ensure applications are sufficient to receive interested funding streams.</p> <p>Determine the appropriate funding for services internally and externally.</p> <p>Regular meetings held with the Homelessness Advisor from the Ministry of Housing, Communities and Local Government to review funding prospects.</p>
	<p>4. Marketing campaign and signposting to advise services</p>	<p>Increase the presence of service options to residents and housing officers within town centres and relevant buildings, i.e. GP surgeries, reception areas, libraries.</p> <p>Develop an education campaign with our partners to inform the public on homelessness and how to help.</p> <p>Identify opportunities to promote the services, i.e. in public spaces such as doctor's clinics, libraries, schools.</p>
	<p>5. Improved understanding of local services.</p>	<p>Hold regular multi-disciplinary team meetings to discuss complex cases, specifically mental health cases.</p> <p>Support residents to access available services, i.e. Food Banks, Debt Advice and Health Services.</p>
	<p>6. Consult with service users and residents to identify the primary needs of the borough.</p>	<p>Develop a feedback form to obtain information from services users (in TA and Move-on accommodation)</p> <p>Ensure there are representatives of residents/service users in cross partnership meetings.</p>

Aim 4: Enhance Housing Options to Meet Residents Needs	1. Increase availability of Temporary Accommodation throughout the borough.	<p>Redevelopment of Howlands House.</p> <p>Redevelopment of Burfield Close.</p> <p>Ensure supply levels of temporary accommodation exceed the demand.</p>
	2. Review and strengthen the housing pathways in place for hospital discharges, care leavers, ex-offenders, ex-armed forces and people with Mental Health issues.	<p>Document procedures and referral pathways in place with local hospitals, HCC adults and children's services, probation/prison services, MoD/ Armed forces charities and NHS.</p>

Appendices

Appendix A: Defining Homelessness and threatened with homelessness.

- (1) A person is homeless if he has no accommodation available for his occupation, in the United Kingdom or elsewhere, which he—
- (a) Is entitled to occupy by virtue of an interest in it or by virtue of an order of a court,
 - (b) Has an express or implied licence to occupy, or
 - (c) Occupies as a residence by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of another person to recover possession.
- (2) A person is also homeless if he has accommodation but—
- (a) he cannot secure entry to it, or
 - (b) it is probable that occupation of it will lead to violence from some other person residing in it or to threats of violence from some other person residing in it and likely to carry out the threats, or
 - (c) it consists of a moveable structure, vehicle or vessel designed or adapted for human habitation and there is no place where he is entitled or permitted both to place it and to reside in it.
- (3) A person shall not be treated as having accommodation unless it is accommodation which it would be reasonable for him to continue to occupy.
- (4) A person is threatened with homelessness if it is likely that he will become homeless within 56 days

Appendix B: Key Successes

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- Improvements and streamlined IT systems have helped to cope with caseloads.
- Promoting housing options and advice services have been successful through partners with earlier referrals.
- Work with Drug-link and Resolve to expand the Housing First project to assist rough sleepers with complex needs off of the streets was successful and continue to maintain a good working relationship.
- Worked with the YMCA on the redevelopment of a new more modern offer.
- Begun working with Welwyn Hatfield's Citizen Advice on more services for the homelessness prevention hub.
- Joint working with HCC has improved and continues to work well.
- Increased relations/partnerships with the private sector.

Appendix C: Corporate Visions and Priorities

Community
at our
HEART



H
Homes
to be
proud of

Build new social and affordable homes

High-quality homes for all

Support and prevent homelessness

Plan for future homes in the right places



E
Enable an economy
that delivers for
everyone

Champion local businesses

Support vibrant town centres

Enable access to amenities in our neighbourhood centres

Boost the economy in rural areas



A
Action on
Climate
Change

Renew our commitments to be a net zero Council by 2030

Step up climate change adaptation and mitigation measures

Lead by example and encourage others to make positive change

Increase and promote biodiversity



R
Run an
effective
council

Be accessible

Be accountable and adopt a first time right approach

Make financial decisions to deliver efficient and quality services

Build our reputation, locally and with partners



T
Together, create
opportunities for
our communities

Be proud of our environment and heritage

Promote health and wellbeing through local leisure and cultural opportunities

Celebrate our diverse cultures and communities

Help us feel safer where we live

WE WILL BE: **COLLABORATIVE OPEN RESPONSIBLE EXCELLENT**

