



Please ask for Joel Hammond-Gant
Direct Line: 01246 34 5273
Email committee.services@chesterfield.gov.uk

The Chair and Members of Cabinet

4 September 2017

Dear Councillor,

Please attend a meeting of the CABINET to be held on TUESDAY, 12 SEPTEMBER 2017 at 10.30 am in Committee Room 1, Town Hall, Rose Hill, Chesterfield, the agenda for which is set out below.

AGENDA

Part 1(Public Information)

1. Declarations of Members' and Officers' Interests relating to items on the Agenda
2. Apologies for Absence
3. Minutes (Pages 5 - 14)

To approve as a correct record the Minutes of the Cabinet meeting held on 25 July 2017.

4. Forward Plan

Please follow the link below to view the latest Forward Plan.

[Forward Plan](#)

5. Delegation Report (Pages 15 - 22)

6. Minutes of the Sheffield City Region Combined Authority (Pages 23 - 28)

To note the Minutes of the meetings of the Sheffield City Region Combined Authority Meetings held on Monday 17 July 2017.

Items Recommended to Cabinet via Cabinet Members

Cabinet Member for Health and Wellbeing

7. Leisure Fees and Charges (Pages 29 - 50)
8. The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014. Enforcement of Fees and Charges (Pages 51 - 94)

Cabinet Member for Homes and Customers

9. Changes to Council Housing Tenancy Agreement (Pages 95 - 194)
10. Exclusion of the Public

To move "That under Regulation 21(1)(b) of the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000, the public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Paragraphs 3 of Part I of Schedule 12A to the Local Government Act 1972."

Part 2 (Non Public Information)

Cabinet Member for Homes and Customers and Cabinet Member for Health and Wellbeing

11. Fleet Hire Contract (Pages 195 - 210)

Yours sincerely,



Local Government and Regulatory Law Manager and Monitoring Officer

This page is intentionally left blank

CABINET

Tuesday, 25th July, 2017

Present:-

Councillor P Gilby (Chair)

Councillors T Gilby
Bagley
Blank
Huckle

Councillors Brunt
Ludlow
Serjeant

Non Voting Catt
Members Dickinson

J Innes

*Matters dealt with under the Delegation Scheme

39 **DECLARATIONS OF MEMBERS' AND OFFICERS' INTERESTS
RELATING TO ITEMS ON THE AGENDA**

No declarations of interest were received.

40 **APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors A Diouf and Serjeant.

41 **MINUTES**

RESOLVED –

That the minutes of the meeting of Cabinet held on 11 July, 2017 be approved as a correct record and signed by the Chair.

42 **FORWARD PLAN**

The Forward Plan for the four month period 1 August to 30 November 2017 was reported for information.

***RESOLVED –**

That the Forward Plan be noted.

43 DELEGATION REPORT

Decisions taken by Cabinet Members during June 2017 were reported.

***RESOLVED –**

That the Delegation Report be noted.

44 MINUTES OF THE SHEFFIELD CITY REGION COMBINED AUTHORITY

Minutes of the meeting of the Sheffield City Region Combined Authority held on 12 June, 2017 were reported for information.

***RESOLVED –**

That the Minutes be noted.

45 QUARTER 1 BUDGET MONITORING 2017/18 & UPDATED MEDIUM TERM FINANCIAL FORECAST

The Director of Finance and Resources submitted a report to provide an update on the budget position at the end of the first quarter including the General Fund Revenue and the Housing Revenue Account (HRA).

The Council approved the current budget for 2017/18 in February 2017 which forecasted a deficit of £209k. The report noted that indications for the medium term outlook continued to show a challenging picture. At the end of the first quarter, variances had produced a revised deficit forecast of £258k. The report included details of the changes to the approved budget.

The report noted that the uncommitted balances of the three major reserves had reduced to £0.87m. As there would be significant demand upon these reserves in the future the report advised that the Cabinet should continually review commitments against the finite financial resources to ensure these would be used in the most effective way.

At the end of the first quarter all major income sources of the HRA were on target and expenditure was in line with the profiled budget. The report outlined future pressures on the HRA including the Welfare Reform and Work Act 2016 which introduced a 1% reduction in social housing rents for 4 years from April 2016. The estimated result of this change would be a loss of £10m of rental income over the 4 year period.

A range of measures to improve the financial viability of the HRA had been agreed by a Steering Group and were in the process of being implemented. The latest budget forecast showed that if these measures were successful the HRA Working Balance would still fall to £1.4m by 2021/22.

The report noted that a full budget risk assessment would be included in the budget setting reports later in the year. Work would be carried out in the coming months to enable the Council to set a balanced budget for 2018/19 in February 2018.

***RESOLVED –**

1. That the financial performance in the first quarter of the financial year and the new medium term forecast be noted.
2. That the use of reserves, as set out in section 5 of the report, be approved.
3. That the changes to the Housing Revenue Account budgets be noted.

REASON FOR RECOMMENDATIONS

To monitor the Council's finances.

46 THE ANTI-SOCIAL BEHAVIOUR CRIME AND POLICING ACT 2014 CONSULTATION ON THE DESIGNATION OF PUBLIC SPACES PROTECTION ORDERS

The Health and Wellbeing Manager submitted a report outlining the proposed consultation for the Anti- Social Behaviour Crime and Policing Act 2014, Designation of the Public Spaces Protection Orders (PSPO) relating to anti-social behaviour (ASB).

The PSPO was introduced as a new power under the Anti-Social Behaviour, Crime and Policing Act 2014 and came into force in October 2014. PSPO's address a particular nuisance in a geographical area which is detrimental to local communities' quality of life.

To implement PSPO's a local authority needs to be satisfied on reasonable grounds that the activities carried out or likely to be carried out, in a public place:

- Have had, or are likely to have a detrimental effect on the quality of life of those in the locality;
- Are, or are likely to be of a persistent nature;
- Are, or are likely to be unreasonable.

PSPOs would create a framework to control the impacts of anti-social behaviour. The PSPO could be in place for a maximum of 3 years without a limit on the number of times the Order could be renewed as long as the need was still present. Breaching a PSPO would be a criminal offence and an enforcement officer could issue a Fixed Penalty Notice or recommend commencement of legal proceedings.

The Council had previously adopted 2 separate DPPOs which related to alcohol control. The existing DPPOs would automatically become PSPOs on 20 October, 2017 if they were not adapted or changed prior to 19 October, 2017.

There had been reductions in levels of reported crime within Chesterfield during 2016/17 but an increase of 13% in reported ASB in the town centre. A number of multi-agency meetings had taken place, including a summit chaired by the Police and Crime Commissioner, which discussed the issues and possible controls. Following a detailed review of intelligence on ASB, a number of new PSPO controls were considered and were subject to extensive consultation with the police.

It was proposed that 2 separate PSPOs were required; both orders were attached as appendices to the report along with the associated map. PSPO Chesterfield (No1) would prohibit the drinking of alcohol within the restricted area (other than at an exempted location) and required that where a person is, has been or intends to consume alcohol they would (if required) surrender for disposal any alcohol. PSPO Chesterfield (No2)

related to a range of anti-social behaviour including positioning or occupying any tent or other temporary structure without express permission, nuisance behaviour, loitering and begging, urination and defecation, unattended material or paraphernalia and intoxicating substances.

Analysis has been carried out on information taken from the Empowering Communities Inclusion and Neighbourhood Management System database recording ASB from both council and police systems. After the data was reviewed there were 444 incidents within the proposed area of the PSPO. It was considered that the evidence provided reasonable grounds to consider the controls proposed in the PSPOs as necessary to ensure that activities did not have a detrimental effect on the quality of life of those in the locality.

The Anti-Social Behaviour Crime and Policing Act 2014 required local authorities to carry out public consultation on any proposed PSPOs. Consultation would run for 8 weeks and be published on the council's website and widely advertised. Paper copies would be made available at local libraries and on the reception desks at the customer contact centre, town hall and sports centres.

A review was underway to redesign the resourcing for enforcement across the health and wellbeing service; a report would be brought to Members following the outcome of the formal consultation. The equalities impact assessment was attached as an appendix to the report and would be updated and reassessed following the consultation.

***RESOLVED –**

1. That approval to undertake formal consultation for a period of 8 weeks on the Public Spaces Protection Order Chesterfield (No1) (relating to restricting alcohol consumption) and the Public Spaces Protection Order Chesterfield (No2) (relating to other anti-social behaviour controls) be granted.
2. That the establishment of a Site Management Agreement (SMA) with the Public Fundraising Association (PFRA) to control charity collectors seeking collections by means of 'Direct Debit' or 'Standing Order' payments (commonly referred to as 'Chuggers') within the town centre be noted.

REASONS FOR RECOMMENDATIONS

1. PSPO's are intended to deal with a particular nuisance or problem in a particular geographical area that is detrimental to the local community's quality of life by imposing conditions on the use of that area which apply to everyone. They are designed to ensure the law-abiding majority can use and enjoy public spaces safe from anti-social behaviour.
2. To test that the proposals included in the PSPOs are proportionate, based on evidence and analysis and are necessary to address the issues of ASB within the specified designated locations.

47 ALLOCATIONS POLICY REVIEW

The Housing Manager submitted a report on the current position relating to the Choice Based Lettings Allocations and Transfer Policy.

The Choice Based Lettings Allocations and Transfer Policy was extensively reviewed and the recommendations were agreed by Cabinet in 2015 and the policy was implemented in 2016.

The majority of the changes had resulted in positive and successful outcomes however there had been considerable and unexpected effects which were exacerbated by the implementation of the 12 month residency requirement. This requirement stated that an applicant must "have lived in the Borough for a minimum of twelve months" with some exceptions." Since the implementation of this requirement the number of applications to join the council's housing register had notably decreased from 2148 in 2014 to 1609 in 2016.

To address this issue the Council needed to have a full and active housing register. The proposed solution would be a Local Lettings Plan in which the residency requirement would be removed for applicants from Bolsover District and North East Derbyshire District Council areas. To ensure that in the first instance properties would be allocated to people who have lived or worked in the Chesterfield area for a 12 month period it was suggested that applicants who satisfy these residency requirements be given preference in the general needs category. This would be done by awarding an enhancement to the waiting time on the register.

The report noted that there were no adverse financial or human resources implications. The draft local lettings plan was attached as an appendix to the report.

***RESOLVED –**

1. That the current position with regards to the Choice Based Lettings Allocations and Transfer Policy be noted.
2. That the Local Lettings Plan, which enables people living in Bolsover District and North East Derbyshire District Council areas to apply to the housing register and bid on hard to let flats, be approved and implemented.
3. That a full and comprehensive review of the Choice Based Lettings, Allocations and Transfer Policy be undertaken at the same time as a review of the Choice Based Lettings IT system and that a further report on this review be submitted to Members by no later than October 2018.

REASON FOR RECOMMENDATION

To comply with government legislation on the allocation of social housing and to ensure that the council manages its housing stock as effectively and efficiently as possible to maximise rental income to the Housing Revenue Account.

48

EXCLUSION OF THE PUBLIC

RESOLVED –

That under Regulation 21(1)(b) of the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000, the public be excluded from the meeting for the following items of business on the grounds that they involved the likely disclosure of exempt information as defined in Paragraph 1 of Part I of Schedule 12A to the Local Government Act 1972 – as they contained information relating to an individual.

49 **BARROW HILL ENVIRONMENTAL IMPROVEMENTS UPDATE REPORT**

The Housing Manager submitted a report to update the Cabinet on the current position of the proposed regeneration works at Barrow Hill.

In September 2015 Cabinet considered a report on the Barrow Hill Environmental Works and recommendations from that report relating to the demolition of the blocks of flats at Ealing and Chiswick Courts and the tendering process for a demolition contractor were underway.

Planning permission was granted in October 2016 following a delay due to several redesigns requested by Derbyshire County Council (DCC) Highways. A quantity surveyor had reviewed the costs of DCC Highways' redesigns along with the impact of construction inflation and estimated that costs could have escalated by over £1.7m. This additional expenditure could not be funded by the HRA without other Capital Budgets being impacted upon.

As a result, revised options were developed to remove several highway elements and utilise land freed by the demolition of Ealing and Chiswick courts. Seven current options were outlined:

- Option 1: Delivery of the original scheme with required DCC specification for highways and design;
- Option 2: Existing scheme with Highways stopped up and central highway changed from block to asphalt;
- Option 3: Work to paths and boundaries only;
- Option 4: Existing scheme, Highways stopped up with road areas reduced, central areas changed from block to asphalt;
- Option 4A: Existing scheme, Highways stopped up with road areas reduced, central areas remain block paving;
- Option 5: As Option 4 with new links to Station Road through Ealing Court site.

The majority of the proposals requested the stopping up of the existing highway and the ownership and responsibility for the roads being passed

to CBC, this would enable the council to have control over costs. The report indicated that the favoured option was option 4 as it provided the greatest amount of control and fewest factors which could increase costs. The report noted that the proposal for option 4 was estimated to cost more than the July 2015 cost but was still within the total scheme budget.

The report provided details of the legal implications involved in stopping up a highway and concluded that further investigations were needed before any formal process could be commenced.

***RESOLVED –**

1. That the revised scheme and highways layout for the second phase of the regeneration scheme be approved.
2. That the proposed regeneration scheme be split into two phases to ensure works can commence at Barrow Hill during 2017/18. The first phase will cover the area of the estate where no new highways are proposed and can be carried out whilst work to finalise the highway layout continues.
3. That consideration be given to stopping up the highways at Barrow Hill to ensure that a revised, re-priced scheme can be delivered.
4. That a further report be brought to Cabinet for a decision on whether to stop up the highway or to deliver a scheme where the highways are retained by Derbyshire County Council.
5. That the contingency set aside for the scheme be increased by £200,000 and that this contingency be met from within the 2017/18 Housing Capital Programme.

REASON FOR RECOMMENDATIONS

To meet the councils priority 'to improve the quality of life for local people' and objective 5 'To increase the supply and quality of housing in Chesterfield Borough to meet current and future needs'.

This page is intentionally left blank

CABINET MEETING

12 September 2017

DELEGATION REPORT

DECISIONS TAKEN BY LEAD MEMBERS

Cabinet Member for Homes and Customers

Decision Record No.	Subject	Delegation Reference	Date of Decision
3/17/18	Insolvency Debts for Write Off	G100L	18 July 2017
<p>Decision</p> <p>That the debts shown in the officer's report be written off.</p>			
<p>Reason for Decision</p> <ol style="list-style-type: none"> 1. There was little or no likelihood of obtaining payment of the debts. 2. Any action which could be taken to recover the debts would not be cost effective. 			
4/17/18	Application for discretionary rate relief - Bumblebee Conservation Trust	HC100L	25 July 2017
<p>Decision</p> <p>That discretionary rate relief be granted at the rate of 20% from 1 April, 2017 to the Bumblebee Conservation Trust.</p>			

Decision Record No.	Subject	Delegation Reference	Date of Decision
<p>Reason for Decision</p> <p>Having assessed the application against the agreed criteria as well as the provisions of the Local Government Finance Act 1988, the application meets the criteria for discretionary rate relief. The charity's objectives are to promote, for the benefit of the public, the conservation of bumblebees, and to advance the education of the public in the conservation, protection and improvement of the natural environment.</p>			
5/17/18	Application for discretionary rate relief - The Deltic Preservation Society Ltd	HC100L	25 July 2017
<p>Decision</p> <p>That discretionary rate relief be granted at the rate of 20% from 1 April 2016 to the Deltic Preservation Society Ltd.</p>			
<p>Reason for Decision</p> <p>Having assessed the application against the agreed criteria as well as the provisions of the Local Government Finance Act 1988, the application meets the criteria for discretionary rate relief. The charity is a national charity with its main engine shed at Barrow Hill. The charity's objectives are:</p> <ul style="list-style-type: none"> (a) to advance the education of the public through the preservation, operation and exhibition of locomotives of historical and scientific importance especially the Deltic diesel locomotive; (b) to provide working exhibits of locomotives and related rolling stock for study by and for the education of the public by maintaining them in main line working order; (c) to promote interest in the preservation of diesel locomotives and associated equipment that is of historic and scientific value. 			

Decision Record No.	Subject	Delegation Reference	Date of Decision
6/17/18	Application for discretionary rate relief - Nottingham Community Housing Association	HC100L	25 July 2017
<p>Decision</p> <p>That application for discretionary rate relief be refused.</p>			
<p>Reason for Decision</p> <p>It appears that the organisation should be classed as a “community organisation” which does not attract discretionary rate relief under the council’s policy. Although there is no definition of a “community association” within the policy, the way in which other housing associations have been treated (they have not been awarded the 20% discretionary relief where they are entitled to the 80% mandatory relief) would indicate housing associations should be regarded in this way.</p>			
7/17/18	Application for discretionary rate relief - Derwent Rural Counselling	HC100L	25 July 2017
<p>Decision</p> <p>That discretionary rate relief be granted at the rate of 20% from 1 April 2016 to Derwent Rural Counselling.</p>			
<p>Reason for Decision</p> <p>Having assessed the application against the agreed criteria as well as the provisions of the Local Government Finance Act 1988, the application meets the criteria for discretionary rate relief. The charity is a locally based organisation providing support to local people who are suffering from depression or anxiety.</p>			

Decision Record No.	Subject	Delegation Reference	Date of Decision
8/17/18	Application for discretionary rate relief - Mental Health Concern	HC100L	25 July 2017
<p>Decision</p> <p>That discretionary rate relief be granted at the rate of 20% from 3 January 2017 to Mental Health Concern.</p>			
<p>Reason for Decision</p> <p>Having assessed the application against the agreed criteria as well as the provisions of the Local Government Finance Act 1988, the application meets the criteria for discretionary rate relief. The ratepayer is a registered charity whose objects are to promote, improve and advance health in general and mental health in particular including the prevention and treatment of mental ill health via a wide range of commissioned services, treatments and interventions, social housing and support; without distinction as to an individual's age, race, gender, sexual orientation, political, religious or other persuasion. They are contracted by the NHS to provide treatment to mentally ill people in the Chesterfield area (free of charge at the point of provision), which they do from these premises.</p>			

Cabinet Member for Health and Wellbeing

Decision Record No.	Subject	Delegation Reference	Date of Decision
9/17/18	Application for Discretionary Disabled Facilities Loan Assistance (Case No. DFG1945)	H000L	19 July 2017
<p>Decision</p> <p>That the discretionary Disabled Facilities Loan Assistance of £3,272.70 be approved based on the costs outlined in the report.</p>			
<p>Reason for Decision</p> <p>To enable a severely disabled person to continue living independently and safely in her own home.</p>			

Cabinet Member for Economic Growth

Decision Record No.	Subject	Delegation Reference	Date of Decision
10/17/18	Unit 29, The Pavements, Chesterfield	EG550L	19 July 2017
<p>Decision</p> <p>(1) That the ten year lease for Unit 29 The Pavements be granted on the terms outlined in the officer's report.</p> <p>(2) That the Property, Procurement and Contracts Law Manager be granted delegated authority to agree late amendments to the sale.</p>			
<p>Reason for Decision</p> <p>The new lease will secure an income stream and improve the retail offer at the Pavements Shopping Centre.</p>			

Cabinet Member for Town Centres and Visitor Economy

Decision Record No.	Subject	Delegation Reference	Date of Decision
11/17/18	Modification of off-street parking places order	E885L	3 August 2017
<p>Decision</p> <p>(1) That the proposed changes to the 2014 Order as outlined in the officer's report, subject to consideration of any unresolved representations by the Cabinet Member for Town Centre and Visitor Economy and following statutory consultation, be approved.</p> <p>(2) In the event that there are no unresolved representations, that the Local Government and Regulatory Law Manager be authorised to make the proposed changes to the 2014 Order.</p>			
<p>Reason for Decision</p> <p>To ensure that the 2014 Order is modified to reflect changes to parking provision.</p>			

This page is intentionally left blank

SHEFFIELD CITY REGION COMBINED AUTHORITY

AMP TECHNOLOGY CENTRE, WAVERLEY, ROTHERHAM, S60 5WG

MINUTES OF THE MEETING HELD ON 17 JULY 2017

PRESENT:

Councillor Sir Steve Houghton CBE, Barnsley MBC (Chair)
Councillor Tricia Gilby, Chesterfield BC (Vice Chair)

Councillor Graham Baxter MBE, North East Derbyshire DC
Councillor Julie Dore, Sheffield CC
Councillor Simon Greaves, Bassetlaw DC
Councillor Mazher Iqbal, Sheffield CC
Mayor Ros Jones CBE, Doncaster MBC
Sir Nigel Knowles, SCR LEP Chair
Councillor Lewis Rose OBE, Derbyshire Dales DC
Councillor Ann Syrett, Bolsover DC

Fiona Boden, SCR Exec Team
Huw Bowen, Chesterfield BC
Dave Brennan, SCR Exec Team
Philip Cooper, SCR Exec Team
Steve Davenport, SYPTE
Andrea Fitzgerald, Sheffield City Region Executive Team
Andrew Frosdick, Monitoring Officer
Andrew Gates, SCR Exec Team
Sharon Kemp, Rotherham MBC
Mark Lynam, SCR Exec Team
John Mothersole, Sheffield CC
Jo Miller, Doncaster MBC
Councillor Simon Spencer, Derbyshire CC
Dave Smith, SCR Exec Team
Peter Storey, Derbyshire CC
Daniel Swaine, Bolsover DC / NE Derbyshire DC
Neil Taylor, Bassetlaw DC
Diana Terris, Clerk / Barnsley MBC
Craig Tyler, Joint Authorities Governance Unit
Eugene Walker, S.151 Officer

An apology for absence was received from Councillor C Read

1 APOLOGIES

Members' apologies were noted as above.

2 ANNOUNCEMENTS

None.

3 URGENT ITEMS

None.

4 ITEMS TO BE CONSIDERED IN THE ABSENCE OF THE PUBLIC AND PRESS

RESOLVED, that item 16 (Funding for Supertram Rail Replacement) be considered in the absence of the public and press.

5 VOTING RIGHTS FOR NON-CONSTITUENT MEMBERS

It was confirmed that voting rights could not be conferred in respect of agenda item 16 – Funding for Supertram Rail Replacement as this matter regards the South Yorkshire Local Authorities only.

It was agreed there were no additional agenda items for which the non-Constituent Members should not have full voting rights.

6 DECLARATIONS OF INTEREST BY INDIVIDUAL MEMBERS IN RELATION TO ANY ITEM OF BUSINESS ON THE AGENDA

None received.

7 REPORTS FROM AND QUESTIONS BY MEMBERS

None.

8 RECEIPT OF PETITIONS

None.

9 PUBLIC QUESTIONS

It was noted some questions had been received by a member of the public in relation to devolution and would be addressed in due course.

10 MINUTES OF THE MEETING HELD ON 12TH JUNE 2017

RESOLVED, that the minutes of the meeting held on 12th June 2017 are agreed to be an accurate record of the meeting.

11 DEVOLUTION

A report was received to provide an update on the SCR Devolution Deal and note that since the last meeting of the CA, Chesterfield BC and Bassetlaw DC have both taken decisions to no longer pursue an ambition to become constituent members of the SCR Combined Authority.

The paper invited further discourse on how Leaders wish to proceed with the Deal following these decisions.

The Authority was informed the 4 constituent member Leaders had met recently to discuss this matter and a variance of views has been recognised. It has therefore been suggested this matter be reviewed at the next meeting (11th September).

Noting that Barnsley MBC is one of the districts proactively investigating the potential devolution options available; the Chair expressed an intention to avoid any perception of a conflict of interest between his local authority and the CA and offered to temporarily stand down as Chair of the CA, facilitating his ability to solely represent Barnsley MBC at other meetings.

This offer was accepted by the Members present.

Sir Nigel Knowles (LEP Chair) reiterated that the position of the private sector is to be '100%' behind making a devolution deal happen as soon as possible and whilst it is regretted what has happened to Bassetlaw and Chesterfield, Leaders are urged to recognise devolution is still definitely the right thing to do.

Mayor Jones confirmed Doncaster MBC was also looking at the potential benefits of any other deals and would explore what is right for Doncaster.

Cllr Dore noted the next meeting of Leaders isn't scheduled until 11th September and requested a series of preparatory meetings be convened to ensure the Authority is in a position to make a collective decision on the 11th September.

Cllr Rose noted that whatever the constituent Leaders decide, decisions will affect the non-constituent members and requested all Leaders be kept appropriately engaged in discussions.

RESOLVED: that the Combined Authority:

1. Notes the decisions made by Bassetlaw DC and Chesterfield BC to no longer pursue becoming constituent members of the SCR CA.
2. Notes the positions of the constituent member Authorities.

Cllr Gilby assumed the Chair of the meeting

12 TFN ACCOUNTABLE BODY STATUS

A report was received summarising the detail of, and requesting the CA's consent to, the establishment of Transport for the North (TfN) as a statutory sub-national transport body.

Mayor Jones sought an assurance that the SCR wouldn't be met with any extra funding commitment for TfN. It was confirmed the longer term funding model for TfN is being worked up and there can be no extra funding commitments until a budget has been approved by a 75% voting majority of the 19 TfN members. The matter would therefore have to come back to the SCR CA for ratification.

It was requested that TfN Partnership Board minutes be presented to future CA meetings for information.

RESOLVED, that the Combined Authority:

1. Approves, the making by the Secretary of State, regulations under section 102E of the Local Transport Act 2008 to establish Transport for the North as a Sub-National Transport Body;
2. Approves the transfer of Rail North Limited to TfN so that it can be subsumed within TfN
3. Approves the signing of a new Rail Franchise Management Agreement with TfN replicating as far as possible the current Rail North Limited Members Agreement

13 DELEGATED AUTHORITY REPORT

A paper was received to provide an update on decisions made under CA delegated approval during the last period.

Members suggested the BIF report in its current format was quite difficult to read and requested future reports differentiate between grants and loans, indicate what economic benefits have been achieved, and provide a short narrative regarding the companies listed, including location, particularly for the £2m+ investments. A commentary on whether the total programme is spending was also requested.

RESOLVED, that the Combined Authority notes the decisions taken under delegated authority and requests that future reports be amended to take account of the comments expressed.

14 RESOLUTION RECORD - HOUSING EXECUTIVE BOARD

Members were presented with the HEB resolution summary.

Cllr Dore requested the HEB consider the tragic Grenfell Tower events and whether there is anything the SCR districts can do collectively to avoid a similar occurrence in our region.

RESOLVED, that the resolution record for the Housing Executive Board meeting held on 28th June be noted and the recommendations endorsed.

15 DEVOLUTION - EARLY INTERVENTION PILOT ACCEPTANCE OF GRANT

A report was received to update the Combined Authority on the progress of the bid for the Early Intervention Support Pilot.

Members were advised the CA is nearing notification of the outcome against its Business Case submission to pilot a programme of support through the DWP Innovation Fund, titled the SCR Early Intervention Employment Support Pilot. It was noted the bid is predicated on commencing delivery of the pilot in the autumn and, if successful, it is likely that the grant will be made before September 2017.

The paper therefore sought to inform Leaders that should the CA be successful in securing the Early Intervention Employment Support Pilot, there is provision in the Scheme of Delegation for the Finance Director to accept this grant offer on behalf of the Authority, after considering acceptable all the terms and conditions imposed by the grant awarding body.

Regarding intentions to match this allocation with European Structural and Investment Funds (ESIF), it was confirmed that matter would be brought back before the Authority should any issues with ESIF arise.

Members requested that the Directors of Finance ensure the SCR has considered all financial clawback risks.

RESOLVED, that the Combined Authority notes that should the Combined Authority be successful in securing the Early Intervention Employment Support Pilot, there is provision in the Scheme of Delegation for the Finance Director to accept this grant offer on behalf of the Authority, after considering acceptable all the terms and conditions imposed by the grant awarding body.

16 SUPERTRAM RE-RAILING

A report was received to seek approval for the funding of work to replace worn rails on the Supertram system.

Members were advised of the commitment of the PTE to undertake the works known as Rail Replacement Phase 2 and the estimated outturn cost of circa £15.1m. Members noted the options for funding the works, including the options of utilising £3.4m capital receipts reserve and £3.5 of 2017/18 National Productivity Innovation Funding (NPIF) to reduce the need to borrow.

The Chief Financial Officer explained why it was recommended that the NPIF funding be utilised in order to reduce the transport levy and generate savings for each District.

It was noted that a commitment to provide funding was required to allow long lead in steel rail to be ordered by September 2017, but noted that any borrowing would not be required until financial year 2018/19. Before any borrowing was undertaken Members wanted further analysis of the funding and repayment options including

the option of supporting any borrowing costs by introducing a levy of the fares paid by passengers.

RESOLVED, that the Combined Authority:

- 1 Approves the funding of the phase 2 re-railing of Supertram work at a cost of circa £15.1m (subject to tender return costs);
- 2 Notes the funding options presented and requests further work on the options and in particular requests work be undertaken to consider the feasibility of a passenger fare levy;
- 3 Requests that a further report be brought to the Combined Authority at its [October] meeting setting out the proposals for funding and repayment;
- 4 Approved the SCR Managing Director, in consultation with the Chair and Vice Chair of the Combined Authority, entering to contractual arrangements for securing the development of a strategic outline business case for an integrated City Region multi-modal mass transit network at an estimated cost in excess of £100,000, funded from the HS2 Growth Strategy funding.

CHAIR

For publication

Fees and Charges for Sport and Leisure 2017/18 (HW000)

For publication

Meeting:	Cabinet
Date:	12 th September 2017
Cabinet portfolio:	Health and Wellbeing
Report by:	Martin Key, Health and Wellbeing Manager

1.0 Purpose of report

- 1.1 To set the Council's fees and charges for Sport and Leisure facilities with effect from 1 October 2017.

2.0 Recommendations

- 2.1 That the proposed charges set out in **Appendix A** are approved and introduced from 1 October 2017.
- 2.2 That the proposals for Concessionary charge eligibility be approved as outlined in **Appendix A** and that Concessionary memberships continue as Change4Life.
- 2.3 That the standard charges outlined in **Appendix A** may be varied to maximise opportunity and efficiency and address market changes by agreement with the portfolio holder for Health and Wellbeing.
- 2.4 That on-going analysis of membership and centre usage is continued to assess any possible impacts of the changes to fee and charges.

3.0 **Background**

- 3.1 The report reflects the approach taken over the past three years on charging for sports and leisure services and the need for financial efficiencies for service sustainability.
- 3.2 In the past the Council has completed a series of reviews through corporate efficiency requirements. This process includes the Sport and Leisure Service operating in a more business-like manner. However the importance of the service in delivering affordable access to services is also essential to support the Council's priority of improving health and wellbeing outcomes and reducing inequalities.
- 3.3 Chesterfield has significant areas of deprivation and the Sport and Leisure Service provides a variety of programmes and initiatives that contribute to promoting positive and healthy lifestyles. Survey data with target groups has identified that whilst access and locality is a potential barrier to use, price and quality of services are key.
- 3.4 As with all Council services the Sport and Leisure Centres continue to work under significant economic pressures. There is increasing competition locally with attractive pricing structures and along with the general economic position this increases the focus on cost competitiveness. Maintaining a good quality but affordable market position coupled with a need for continuous improvement is essential. The fees and charges need to be clear to customers and flexible enough to maintain a competitive offer. Managers need to adopt flexibility in pricing and continuously review competition to react to demand and threats in the market place in a timely manner.
- 3.5 The Council is taking a more commercial approach to service delivery where appropriate. The need for a balance between competitive pricing, maximising income and community wellbeing priorities should be maintained in the charging philosophy. This is a challenging conundrum.

4.0 **Issues for Consideration**

- 4.1 Setting the fees and charges for the Sport and Leisure Centre service is a careful balancing act. Given the concerns over maintaining membership levels and the associated income and the risk of increased competition the proposals have taken into account:
- The need to raise income to help the Council work towards a financial position for sports and leisure services where there is no general fund subsidy
 - The requirement to pay back current/future loan capital that has been borrowed, e.g. for the replacement/refurbishment of Queens Park Sports Centre (QPSC) and the continued development of the Healthy Living Centre (HLC)
 - The level of fees and charges applied by other local and sub-regional sports and leisure providers, both in the private and public sector
 - Potential costs of any redesign required to effectively resource the service
 - Broader value for money considerations including accessibility, booking arrangements, service quality and membership benefits
 - Potential impact of local competition costings and offer on centre use and membership
 - The Council's Concessions Policy
 - The need to address health inequalities in our communities
 - Customer expectations being met and ideally exceeded
 - Start-up initiatives for new groups with specific targets and objectives (e.g. Boccia for disability groups, etc.)
- 4.2 In previous years, the charging scheme has been consistent for both sports centres. This consistency will remain and generally customers will pay the same price at both locations for comparable activities.
- 4.3 In some instances each site will deliver promotional opportunities to stimulate usage or ensure retention of customers. Where such actions impact on fees and charges these will be agreed with the Portfolio holder for Health and Wellbeing.
- 4.4 There is currently a review of the service design and the development of a 5 year forward plan. This plan will address a number of key issues that have been identified including effective resourcing levels, facility development opportunities and

improvements to the customer experience. One area to be reviewed is the booking system to improve usability by customers. This will be carried out in conjunction with wider corporate reviews of similar systems.

- 4.5 A detailed review of local provider fees and charges has been undertaken. These are attached as Appendix B. These include key activity and membership costs for other local authority provision as well as a more limited assessment of local private sector providers.
- 4.6 The overall service budget has been set with a 3% increase in income. The position at the end of July 2017 is that combined income for both centres is slightly above the profiled year-to-date budget. The proposed revised fees and charges in Appendix A are largely constructed around a 3% increase. However following a detailed analysis of local provider costings a number of the fees and charges have been adjusted where there was perceived to be a significant competitive or market risk.
- 4.7 The standard charges may need to be varied to maximise opportunity and efficiency and also respond to changes in the market by agreement with the portfolio holder. Any such changes are regularly reviewed to ensure that the reason for the variation remains valid and appropriate and agreed with the portfolio holder for Health and Wellbeing.
- 4.8 The proposed fees and charges have been developed with full consideration for equality impact and the provisions of the Council's Concessions Policy.
- 4.9 The Change4Life membership will continue to provide access to reduced fees and charges in line with the new corporate concessions policy. There are concessionary prices applied for those meeting the eligibility criteria detailed in section 5.0 of the Concessions Policy in respect of the following key activities:-
- Fitness room use
 - Main hall activities
 - Squash court use
 - Outdoor synthetic football pitch
 - Facility Membership
 - Swimming

- Fitness classes
- Climbing wall use

4.10 The Fees and Charges recommendations for both Queen’s Park Sports Centre and The Healthy Living Centre are attached as **Appendix A**. A number of new charges are included based on new initiatives to engage people from specific communities into physical activity.

5.0 **Human resources/people management implications**

5.1 There are no human resource implications of this report. However there is an on-going service review which will examine the resource provisions and structures appropriate for the service.

6.0 **Financial implications**

6.1 The current corporate budget provision includes an anticipated overall 3% uplift in income. The combined income from both centres at the end of July 2017 is slightly above the profiled year-to-date position. The revised charges are largely based around a 3% increase but have been varied where there were issues around future competition, equalities, wider health and wellbeing outcomes and the market value of some services.

6.2 Retention of members remains a key issue in order to maintain a steady financial base. This is being addressed by evaluating the service offer, targeted investment in new equipment and development of the activity programme across both centres.

6.3 The proposed charges will be published based on the full rates and the adjustment based on membership level or concessionary status will be made at the point of sale. The analysis of charges has shown that the proposed increases are still consistent with the local providers as highlighted for some of the key activities in the table below. Promotional charge reductions will also be targeted at low use activities and periods through close monitoring by the Operation Managers at the sites.

Activity	Current	Proposed	Local Average
Adult Swim	£3.50	£3.60	£3.91

Junior Swim	£2.45	£2.60	£2.69
Family Swim	£8.50	£9.00	£10.08
Junior Swim Lesson	£4.80	£4.95	£4.90
Adult Gym Session	£5.90	£6.00	£6.25

7.0 **Legal and data protection implications**

7.1 No legal and data protection implications of these proposals.

8.0 **Risk management**

8.1 Following the opening of the new Queen's Park Sports Centre there was a significant increase in income over the 2016 calendar year and is continuing during this financial year. This has been largely due to increased interest from the public but also by driving new and improved initiatives at the centre, particularly around fitness, learn to swim and gymnastics/trampolining tuition. This will be an on-going exercise with emphasis on broadening the opportunities to cater for the wider community. In previous fees and charges reports it has been recognised that the economic downturn has adversely impacted upon areas of discretionary spend such as sport and leisure amongst borough residents. Whilst there is an on-going risk in this downturn the additional income generated has significantly reduced the general fund subsidy to the sports and leisure facilities. This trend and the need to continue to grow income has been a key influence in the proposed fees and charges.

8.2 The increase applied to the fees and charges is largely in line with the 3% applied to the service income targets. There are some new charges proposed for new initiatives and in general all variations in fees have been applied to reflect market values and local competition.

8.3 Both sports centres will be introducing direct debit payment options for swimming lessons and gymnastics/trampolining within the next financial year and these are included in the proposed fees and charges. Feedback from many customers has shown that this is a preferable option however there will still be the need for cash payment given potential equality concerns.

8.4 There is concern that any significant increase in charges above those proposed could have a negative impact on usage and therefore income at both Centres. Proposed increases have therefore been carefully considered and are targeted, competitive, market focussed and sensitive.

8.5 The key risks are identified below:

Description of the Risk	Impact	Likelihood	Mitigating Action	Impact	Likelihood
Severe economic conditions	High	Medium	Building a retention plan to ensure that both centres remain a feasible option for residents of the Borough. Building a quality programme of delivery developing targeted activities towards specific community groups. Regular review of financial performance.	High	Low
Competition	High	Medium	Pricing and ensuring services are high quality and value for money. Robust retention and promotion. Planned monitoring of external market environment through S.W.O.T. analysis.	High	Medium

			Continued development of activity programme with key stakeholders and partners		
Exclusion of equality groups	Medium	Low	Accessible usage and charging schemes in place. Engagement of community through partnership working and consultation.	Medium	Low

9.0 Equalities Impact Assessment (EIA)

9.1 The potential equality impacts of the fees and charges proposed have been evaluated in line with the Council's Concessions Policy and a preliminary Equalities Impact Assessment is attached as Appendix C. There are concessionary prices applied for those meeting the eligibility criteria detailed in section 5.0 of the Concessions Policy in respect of the following key activities:-

- Fitness room use
- Main hall activities
- Squash court use
- Outdoor synthetic football pitch
- Facility Membership
- Swimming
- Fitness classes
- Climbing wall use

9.2 A new partnership with New Horizons Health (NHH) will provide personal training services at both facilities. However, NHH work in the community and are driving participation amongst communities to engage people into physical activity who would usually never consider this as an option. Working together with other establishments (such as Parkside School) the aim is to create a pathway for people to commence physical activity,

potentially in their own environment, progressing to facilities such as local schools and then onto the sports centres.

- 9.3 A new charge has been introduced to provide for those who may work away from home for significant periods and wish to take up membership whilst back home (such as armed services personnel).

10.0 **Alternative options and reasons for rejection**

- 10.1 The report has outlined the risks and considerations included in review of the proposed fees and charges. There were a number of options considered such as a set increase 'across the board' and a higher than 3% increase but these were rejected due to market and competitive risks. An option for not increasing the fees was also considered. Having completed a thorough market review it was determined that the proposed fees and charges in Appendix A are sufficiently market sensitive not to pose a high risk of loss of business on cost grounds.

11.0 **Recommendations**

- 11.1 That the charges set out in **Appendix A** are approved and introduced from 1 October 2017.
- 11.2 That the proposals for Concessionary charge eligibility be approved as outlined in **Appendix A** and that Concessionary memberships continue as Change4Life.
- 11.3 That the standard charges outlined in **Appendix A** may be varied to maximise opportunity and efficiency and address market changes by agreement with the portfolio holder for Health and Wellbeing.
- 11.4 That on-going analysis of membership and centre usage is continued to assess any possible impacts of the changes to fee and charges.

12.0 **Reasons for recommendations**

- 12.1 To set the Council's fees and charges for Sport and Leisure facilities with effect from 1 October 2017.

- 12.2 To contribute to improving the Councils overall financial position and reduce the overall cost to the Council of Sport and Leisure provision.
- 12.3 To support the Councils delivery of the Great Place Great Service priorities for visitors and residents to Chesterfield Borough.
- 12.4 To improve customer service, activity programming and overall participation levels in sport and physical activity in the borough and to support other programmes for addressing health inequalities and impacts.

Decision information

Key decision number	746
Wards affected	All
Links to Council Plan priorities	To improve the health and well-being of people in Chesterfield Borough To reduce inequality and support the more vulnerable members of our communities

Document information

Report author	Contact number/email
Martin Key	01246 345337 Martin.key@chesterfield.gov.uk
Background documents	
These are unpublished works which have been relied on to a material extent when the report was prepared.	
N/A	
Appendices to the report	
Appendix A	Proposed Fees and Charges
Appendix B	Comparison of Fees and Charges for other service providers in the area
Appendix C	Equalities Impact Assessment

This page is intentionally left blank

Appendix A - REVIEW OF FEES AND CHARGES - Charging recommended effective 1st October 2017.

All Income areas	Activity	Existing Net	Existing Gross	Proposed Net	Proposed Gross	
Fitness Room - General	Fitness Room (Casual) - Induction - Adult	£4.92	£5.90	£5.00	£6.00	
	Fitness Room (General) - Induction - Concession	£3.58	£4.30	£3.67	£4.40	
	Card Replacement	£1.67	£2.00	£1.67	£2.00	
	Shower	£0.83	£1.00	£1.25	£1.50	
Main Hall Activities	Main Hall Activities - Per badminton court x 1 (45m) - Adult	£7.42	£8.90	£7.58	£9.10	
	Main Hall Activities - Per badminton (45m) - Conc/Jnr	£5.21	£6.25	£5.33	£6.40	
Activity Parties	Dry side Activity Parties	£62.50	£75.00	£66.67	£80.00	
Swimming - Juniors	Swimming - Junior	£2.04	£2.45	£2.17	£2.60	
	Swimming - Junior Fun based sessions from...	New	New	£2.17	£2.60	
Holiday Activities	Holiday Activities - half day	£5.00	£6.00	£5.83	£7.00	
Playzone	Playzone - Child / Weekday Coffee Morning	£3.58	£4.30	£3.67	£4.40	
	Playzone - Organisation Hire	£62.50	£75.00	£66.67	£80.00	
	Playzone - Per Child (Not Private)	£2.25	£2.70	£2.33	£2.80	
	Playzone 12-24mths New Price	£1.75	£2.10	£1.83	£2.20	
	Playzone - under 12 mths	£0.50	£0.60	£0.50	£0.60	
Swimming - Clubs	Main Pool Hire - per lane/hour	£11.67	£14.00	£11.92	£14.30	
	Small Pool Hire - per lane/hour	New	New	£7.88	£9.45	
Swimming - Adults	Swimming - Adult	£2.92	£3.50	£3.00	£3.60	
	Swimming - Adult Fun based sessions from...	New	New	£3.00	£3.60	
Leisure Pass	Change4Life	£1.67	£2.00	£2.08	£2.50	
Squash	Squash - per court - Full	£6.58	£7.90	£6.75	£8.10	
	Squash - per court - Junior/Conc	£5.00	£6.00	£5.17	£6.20	
	Squash Off Peak - per court (Promotional price used with disgression)	New	New	£5.17	£6.20	
	Squash - Club Night	£2.83	£3.40	£2.83	£3.40	
Fitness Room - Casual	Fitness Room (Casual) - PAYP - Adult	£4.92	£5.90	£5.00	£6.00	
	Fitness Room (Casual) - PAYP - Conc	£3.58	£4.30	£3.67	£4.40	
Outdoor Synthetic Pitch	Outside Pitch - (1hr) - Adult	£25.42	£30.50	£26.25	£31.50	
	Outside Pitch - (1hr) - Conc/Jnr	£22.92	£27.50	£23.58	£28.30	
	Health Spa - (2hrs)	£4.08	£4.90	£4.17	£5.00	
Main Hall - School Use	Main Hall Education	£7.42	£8.90	£7.58	£9.10	
Hire of Small Hall	Activity Studio Hire - hourly - by negotiation from	£21.25	£25.50	£22.08	£26.50	
	Table Tennis - Adult 45 mins	£7.42	£8.90	£7.58	£9.10	
	Table Tennis - Junior 45 mins	£5.21	£6.25	£5.33	£6.40	
Swimming - Family	Swimming - Family (max. two 16yrs+)	£7.08	£8.50	£7.50	£9.00	
	Swimming - Family (max. two 16yrs+) (school holidays)	£5.83	£7.00	£6.25	£7.50	
	Swimming - Family Change4Life	£5.83	£7.00	£6.25	£7.50	
	Swimming - Family Fun based sessions from...	New	New	£6.25	£7.50	
Swimming - Concessionary	Swimming - Change4Life	£2.08	£2.50	£2.17	£2.60	
Swimming Lessons - Adults	Swimming Lesson - Adult - 45 min	£5.79	£6.95	£4.96	£5.95	
	Swimming - Stroke technique/improvement (10 for 8 applicable)	£2.92	£3.50	£3.00	£3.60	
	Swimming - Stroke technique/improvement (10 for 8 applicable)	£2.92	£3.50	£3.00	£3.60	
Course - Gymnastics	Gymnastics /trampolining - Junior (member)	£4.00	£4.80	£4.13	£4.95	
	Gymnastics /trampolining - Junior (non-member)	£4.42	£5.30	£4.54	£5.45	
	Gymnastics/trampolining - Infant/toddler (member)	£3.00	£3.60	£3.08	£3.70	
	Gymnastics/trampolining - Infant/toddler (non-member)	£3.33	£4.00	£3.42	£4.10	
	Gymnastics/Trampoline Academy - (member per hour)	£2.86	£3.43	£2.92	£3.50	
	Gymnastics/Trampoline Academy - (non-member per hour)	£3.16	£3.79	£3.25	£3.90	
	Gymnastics /trampolining - Junior Direct Debit	New	New	£17.19	£20.63	
	Gymnastics/trampolining - Infant/toddler Direct Debit	New	New	£12.85	£15.42	
	Gymnastics/Trampoline Academy - Direct Debit	New	New	£42.50	£51.00	
Fitness Classes	Fitness Classes - Adult Indoor cycling	£4.38	£5.25	£4.46	£5.35	
	Fitness Classes - Adult 60 minutes	£3.88	£4.65	£3.96	£4.75	
	Fitness Classes - Adult 45 minutes	£3.21	£3.85	£3.29	£3.95	
	Fitness Classes - Adult 30 minutes	£2.17	£2.60	£2.25	£2.70	
	Fitness Classes - Junior AVERAGE CHARGE	£2.29	£2.75	£2.33	£2.80	
	Fitness Classes - C4L (targetted sessions only)	£2.08	£2.50	£2.33	£2.80	
	Fitness Classes - Health, Wellbeing & Specialist	£2.25	£2.70	£2.33	£2.80	
	Small group Classes - from... depending on length - members only	New	New	£2.08	£2.50	
	Arrears	£2.50	£3.00	£2.50	£3.00	
Swimming Lessons - Juniors	Swimming Lesson - Jnr - 30min (member)	£4.00	£4.80	£4.13	£4.95	
	Swimming Lesson - Jnr - 30min (non-member)	£4.42	£5.30	£4.54	£5.45	
	Swimming Lesson - Jnr - 60min (member)	£4.42	£5.30	£4.54	£5.45	
	Swimming Lesson - Jnr - 60min (non-member)	£5.33	£6.40	£5.50	£6.60	
	Swimming Lesson - Jnr - 30min Direct Debit	New	New	£17.19	£20.63	
	Swimming Lesson - Jnr - 60min Direct Debit	New	New	£20.73	£24.88	
	Swimming Lesson - Jnr - 30min promotion	New	New	Variable	Variable	
	Swimming Lesson - 1-2-1s	Swimming Lesson - 1-2-1s	£15.42	£18.50	£15.88	£19.06
Swimming - Schools	Main Pool - HLC/hour	£38.87	£46.64	£39.73	£47.68	
	Main Pool - QPSC/hour	£56.85	£68.22	£58.11	£69.73	
	Teacher hire/hour	£16.67	£20.00	£17.50	£21.00	
Room Hire	Training room hire (by negotiation but from...)	£15.42	£18.50	£12.50	£15.00	
Swimming - Promotions	Swimming - Promotions - 10 for 8	£23.33	£28.00	£24.00	£28.80	
	Swimming - Promotions - 10 for 8 - Change4Life	£19.33	£23.20	£17.33	£20.80	
Swimming - Parties	Swimming - Main Pool without inflatable	£62.50	£75.00	£66.67	£80.00	
	Swimming - Main Pool with inflatable	£87.50	£105.00	£95.83	£115.00	
	Swimming - Small Pool without inflatable	£62.50	£75.00	£66.67	£80.00	
	Swimming - Small Pool with inflatable	New	New	£75.00	£90.00	
Course - Other	Adult sports courses from...	£4.42	£5.30	£3.33	£4.00	
	Junior sports courses from...	£4.42	£5.30	£2.58	£3.10	
	Pool Lifeguard Courses	£166.67	£200.00	£191.67	£230.00	
	Pool Lifeguard Courses - Chesterfield College	£125.00	£150.00	£133.33	£160.00	
	First Aid 3 days	£150.00	£180.00	£154.17	£185.00	
	First Aid 2 days	£100.00	£120.00	£104.17	£125.00	
Membership Fees	Memberships Fee's - DD's - Full	£22.49	£26.99	£23.17	£27.80	
	Memberships Fee's - DD's - Conc/Corp	£19.16	£22.99	£19.58	£23.50	
	Memberships Fee's - DD's - Student	£12.50	£15.00	£12.92	£15.50	
	Memberships Fee's - DD's - Family (4)	£45.00	£54.00	£46.33	£55.60	
	Memberships Fee's - DD's - Motiv8	£7.50	£9.00	£7.92	£9.50	
	Memberships Fee's - 3 month pre-paid - Full	£82.50	£99.00	£84.00	£100.80	
	Memberships Fee's - 3 month pre-paid - Conc/Corp	£62.50	£75.00	£63.75	£76.50	
	Memberships Fee's - 3 month pre-paid - Student	£37.50	£45.00	£43.33	£52.00	
	Memberships Fee's - 3 month pre-paid - Family (4)	£165.00	£198.00	£168.00	£201.60	
	Memberships Fee's - 3 month pre-paid - Motiv8	£30.00	£36.00	£31.25	£37.50	
	Memberships Fee's - CBC Workplace	£12.50	£15.00	£15.00	£18.00	
	One month pro-rata concessionary membership (armed forces leave, etc)	New	New	£19.58	£23.50	
	Climbing Wall	Climbing Wall - Adult inc Concession	£4.13	£4.95	£4.17	£5.00
		Climbing Wall - Taster	£3.29	£3.95	£3.33	£4.00
		Climbing Wall - Koala	New	New	£4.13	£4.95
Climbing Wall - Monkey Club		£4.38	£5.25	£4.46	£5.35	
Climbing Wall - Chimp Club		£7.50	£9.00	£7.50	£9.00	
Climbing Wall - Induction		£17.08	£20.50	£16.67	£20.00	
Climbing Wall - Induction DD		£0.00	£0.00	£0.00	£0.00	
Climbing Wall - Parties max 6		£33.33	£40.00	£35.00	£42.00	
Climbing Wall - Parties 7-12 persons NEW		New	New	£52.50	£63.00	
Climbing Wall - Adult inc Concession 1048 NEW		New	New	£33.33	£40.00	
Climbing Wall - Chimp Club 1048 NEW		New	New	£60.00	£72.00	

	Climbing Wall - Monkey Club 1048 NEW	New	New	£35.67	£42.80
	Photocopying - Black per copy	New	New	£0.03	£0.04
	Photocopying - Colour per copy	New	New	£0.07	£0.08

Notes

No concessions on courses

Fitness classes are average given various types of classes and lengths

Sports courses to be worked out pro-rate to an hourly rate given length of coaching session

All dryside courses to include badminton, squash, etc.

Appendix B - Fees & Charges Comparisons 2017 – Table 1

Local Authorities	Swimming				Gym usage				Badminton		Squash		Fitness Classes
	Ad	Junior	Family	Jun Lesson	Induct	Monthly	Join Fee	PAYG Fee	Peak	Off Peak	Peak	Off Peak	
Bolsover District Council-	4.90 (Non-Member) 3.00 (member)	3.00	N.A	£4.00	N.A	£25.00 Gym or swim only DD £29.95/£27.00 All inc. £365(Family of six)	N.A	6.20 4.50 conc	7.70	6.00		Unknown	Aqua fit £5.00 £4.00 conc
North East Derbyshire District Council	3.60	2.40	8.80	£4.50	inc	£30.00 everything included.	Free	6.20	9.20	5.00	7.90	5.70	From 4.05
Derbyshire Dales (Arc Leisure)	4.20	3.00	10.40	£6.10	Free	£26.80	Free	6.40	10.00 (55mins)	N/A	7.50	N.A	3.20-5.35
Amber Valley	4.00	2.65	N.A	£5.65		3 months-39.50	Free	7.00	9.00	N.A	8.50	N.A	Inc in membership
Sheffield (SIV)	6.30	3.70	N.A	£5.20	20.00	25.00	N.A	6.70	12.75	N/A	10.20	N.A	4.00-5.30
High Peak Glossop	3.20	2.00	N.A	£4.92	45	24.80-31.00	N/A	5.50	9.90	5.50	6.20	4.50	From 2.75 to 4.30
South Derbys	3.00	2.10	N.A	£3.60	N.A	20.00-42.00		5.55	7.35	N.A	5.65	3.25	From 3.80
Derby City	4.10	3.10	N.A	£5.25	13.25	£38.00	N.A	7.35	10.50 (1HR)	6.50	8.40 (40Mins)	5.90	3.55-5.55
Erewash	3.80	2.30	11.05	£5.10	10.00	£25.00-£30.00	N.A	6.60	8.60	N/A	6.40	N.A	5.80
Mansfield	N.A	N.A	N.A	£4.68	5.00	£259.50 (12 Months)	N.A	5.00	8.90	5.80	N.A	N.A	3.20 to 5.40
Average	£3.91	£2.69	£10.08	£4.90	N.A	£25.43	N.A	£6.25	£9.39	£5.76	£7.59	£4.83	£3.93
CBC - Proposed	£3.60	£2.60	£9.00	£5.45 (£4.95 members)	Free with membership	£27.80 Concessions £23.50	N.A	£6.00	£9.10	N/A	£8.10	£6.20	£4.75

Appendix B - Fees & Charges Comparisons 2017 – Table 2

Local Authorities	Courses			Main Hall		Auxiliary Hall			5x5 per hour	
	Gymnast Junior	Gymnast Toddler	Tramp	Peak	Off peak	Peak	Off peak	Jun	Peak	Concessionary
North East Derbyshire District Council	4.00	3.90	5.00	49.00	30.00	24.50	15.00	10.50	49.00	30.00
Derbyshire Dales (Arc Leisure)	5.50	N.A	5.5	43.50	27.50	22.00	N/A	N.A	27.60	N.A
SIV Sheffield	25.75	N.A	18.55 per month	NEG	NEG	NEG	NEG	NEG	52.00	20.00
Amber Valley	5.00	N.A	5.25	48.90	N.A	N.A	N.A	N.A	48.90	35.00
High Peak	N.A	N.A	N.A	42.00	23.00	19.00	18.00	N.A	42.00	23.00
South Derbys	N.A	N.A	N.A	u/known	N.A	U/known	N.A	N.A	21.85	21.85
Derby City	12 wks-57.00	3.75	12 wks-57.00	113.22	N.A	N.A	N.A	N.A	39.50	19.00
Erewash	4.60	3.75	4.60	N.A	N.A	N.A	N.A	N.A	38.40	19.90
Mansfield	3.60	3.40	3.50	27.50	N.A	N.A	N.A	N.A	29.50	22.50
Average	£4.54	£3.70	£4.77	£54.02	N.A	£21.83	£16.50	£10.50	£37.88	£23.91
CBC Proposed	£5.45	£4.10	£5.45	£72.80 (45 Mins)	N/A	£26.50 (Per Hour)	N.A	N/A	£36.40	£25.60

Appendix B - Fees & Charges Comparisons 2017 – Table 3

Private Providers	Jun Swim Lessons	Monthly Membership
Swim School	£60.00 Per term	N.A
Blue water	£8.50- £13.50	N.A
Nuffield	£16.00	£39.00
Virgin Active	N.A	From £30.50
Lifestyles Derby Road	N.A	£17.99 to £21.99
Simply Gym Whittington Moor	N.A	£16.99 no contract
Darwin	N.A	£60.00
CBC - Proposed	£2.60	£27.80 Concessions £23.50

This page is intentionally left blank

Chesterfield Borough Council

Equality Impact Assessment - Preliminary Assessment Form

The preliminary impact assessment is a quick and easy screening process. It should identify those policies, projects, services, functions or strategies which require a full EIA by looking at negative, positive or no impact on any of the equality groups.

Service Area: Health & Wellbeing
Section: Leisure
Lead Officer: Martin Key

Title of the policy, project, service, function or strategy the preliminary EIA is being produced for: Consultation on Public Spaces Protection Orders.

Is the policy, project, service, function or strategy:

Existing
Changed
New/Proposed

Q1 - What is the aim of your policy or new service?

The policy is a review of the fees and charges for the use of the sport and leisure centres at Queens Park and the Healthy Living Centre at Staveley.

The Council have included a 3% growth in income for the leisure service for the 17/18 financial year and one area of increased income was anticipated to be through an increase in fees and charges.

The service area already offers extensive concessionary charges for many groups based on the wish to encourage as many people as possible to adopt more activity in their lives and recognising the challenges this may mean for some groups of residents.

Chesterfield has significant areas of deprivation and the Sport and Leisure Service provides a variety of programmes and initiatives that contribute to promoting positive and healthy lifestyles. Survey data with target groups has identified that whilst access and locality is a potential barrier to use, price and quality of services are key.

Q2 - Who is the policy or service going to benefit?

The service is designed to benefit all residents of Chesterfield. The review of fees and charges has considered a number of key issues in coming to a recommended level of fees including:-

- The need to raise income to help the Council to work towards a financial position for sports and leisure services where there is no general fund subsidy
- The level of fees and charges applied by other local and sub-regional sports and leisure providers, both in the private sector and local authorities
- Potential impact of local competition costings and offer on centre use and membership
- The Council's Concessions Policy
- The need to address health inequalities in our communities
- Start-up initiatives for new groups with specific targets and objectives (e.g. Boccia for disability groups, etc.)

The revised fees and charges scheme makes specific provision for deliver equality in service delivery and are based upon the current Council Concessions Policy.

The Change4Life membership will continue to provide access to reduced fees and charges fully in line with the new corporate concessions policy. There are concessionary prices applied for persons meeting the eligibility criteria detailed in section 5.0 of the Concessions Policy in respect of the following key activities:-

- Fitness room use
- Main hall activities
- Squash court use
- Outdoor synthetic football pitch
- Facility Membership
- Swimming
- Fitness classes
- Climbing wall use

Also in some instances each site will deliver promotional opportunities to stimulate usage or to encourage target groups to use the facilities.

In addition, following evaluation of demands a new charge has been introduced to provide for those who may work away from home for significant periods and wish to take up membership whilst back home (such as armed services personnel).

Q3 - Thinking about each group below, does, or could the policy, project, service, function or strategy have an impact on protected characteristics below? You may also need to think about sub groups within each characteristic e.g. older women, younger men, disabled women etc.

Please tick the appropriate columns for each group.

Group or Protected Characteristics	Potentially positive impact	Potentially negative impact	No impact
Age – including older people and younger people.	√		

Disabled people – physical, mental and sensory including learning disabled people and people living with HIV/Aids and cancer.	√		
Gender – men, women and transgender.			√
Marital status including civil partnership.			√
Pregnant women and people on maternity/paternity. Also consider breastfeeding mothers.			√
Sexual Orientation – Heterosexual, Lesbian, gay men and bi-sexual people.			√
Ethnic Groups			√
Religions and Beliefs including those with no religion and/or beliefs.			√
Other groups e.g. those experiencing deprivation and/or health inequalities.	√		

If you have answered that the policy, project, service, function or strategy could potentially have a negative impact on any of the above characteristics then a full EIA will be required.

Q4 - Should a full EIA be completed for this policy, project, service, function or strategy?

Yes
No

Q5 - Reasons for this decision:

The aim of the fees and charges are to reflect the need for the leisure services to reduce the amount of general fund support for their operation. The proposed charges fully reflect the Council's concessionary policy and are designed to provide financial incentives and support to those groups facing financial or social challenge to ensure they are not excluded from use of the facilities due to costs.

Please e-mail this form to the Policy Service before moving this work forward so that we can confirm that either a full EIA is not needed or offer you further advice and support should a full EIA be necessary.

This page is intentionally left blank

For publication

The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014. Enforcement of Fees and Charges

For publication

Meeting: Cabinet

Date: 12 September 2017

Cabinet portfolio: Cabinet Member for Health and Wellbeing

Report by: Health and Wellbeing Manager

1.0 Purpose of report

This report outlines the arrangements for the implementation and enforcement of The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014, (the Order). The scheme gives powers to local authorities to impose a fine of up to £5000 if an agent fails to join a government authorised 'redress scheme'.

2.0 Recommendations

- 2.2 That the Council's functions and responsibilities under The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014, be delegated to the Health and Wellbeing Manager and Private Sector Housing Manager.
- 2.3 That any monetary penalties received in connection with the Order be used to fund the costs of enforcing the order and any other work in relation to the Private Sector Housing Function.

3.0 Report details

- 3.1 The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014 (**Appendix A**), which came into force on 1 October 2014, makes it a legal requirement for all lettings agents and property managers in England to join one of three Government approved schemes. This now means that tenants and landlords with agents in the private rented sector, and leaseholders and freeholders dealing with residential property managers, will be able to complain to an independent person about the service they have received.
- 3.2 The scheme was brought into effect as part of the Government's response to the Communities and Local Government Select Committee inquiry into the private rented sector which was published on 18 July 2013. As part of this inquiry, evidence was taken about tenant consumer detriment concerning the business practices of some letting agents. The requirement to join a redress scheme was identified as one of the recommendations to improve standards in the sector. Definitions of what constitutes letting agency and property management work is found in the Enterprise and Regulatory Reform Act 2013.
- 3.3 There are three Government approved schemes as follows:
- (a) Ombudsman Services Property - (www.ombudsman-services.org/property.html)
 - (b) Property Redress Scheme (www.theprs.co.uk)
 - (c) The Property Ombudsman (www.tpos.co.uk)
- 3.4 The schemes deal with breaches of letting agency codes of conduct and issues including:
- Lack of transparency about fees for tenants
 - Inaccurate property descriptions
 - Disputes about refunds of holding deposits taken to reserve a property
 - Inaccurate accounting and not passing tenants' rents to their landlord
 - Slow or poor service
- 3.5 Redress schemes typically require letting agencies to:
- Follow a code of practice
 - Have an in-house complaints procedure
 - Cooperate with any investigation and agree to pay compensation promptly if the redress scheme awards it.

- 3.6 Business guidance from the Department for Communities and Local Government (DCLG) for lettings agents and property managers was published on 8 October 2014, titled “Lettings Agents and Property Managers Which Government approved redress scheme do you belong to?” (**Appendix B**). “Guidance for Local Authorities” was published in December 2014 (**Appendix C**).
- 3.7 A maximum penalty of £5,000 may be imposed by the enforcement authority where it is satisfied, on the balance of probabilities that someone is engaged in letting or property management work and is required to be a member of a redress scheme, but has not joined. The level of penalty is to be determined by the enforcement authority. There are strict procedures and a series of mandatory stages to follow before a penalty may be imposed which are set out in DCLG guidance “Guidance for Local Authorities” (**Appendix C**).
- 3.8 DCLG enforcement guidance states an expectation that £5000 should be considered the normal penalty to be imposed for a breach of the order but does refer to the possibility of a lower sum being accepted only if the local authority is satisfied that extenuating circumstances apply. It suggests that the size of the business committing the breach may be a factor to consider as might be a genuine lack of awareness of legal requirements in the early stages of implementing the requirements.
- 3.9 It is proposed that Chesterfield Borough Council’s approach to any breach should be to impose the £5000 maximum penalty and consider any representations made on a case by case basis.

Implementation

- 3.10 The Private Sector Housing Team will enforce the legislation on a largely reactive basis, by investigation of complaints / intelligence received concerning unregistered agents. However proactive work will be undertaken in the form of:
- Marketing campaigns have and will continue to be undertaken to mitigate this risk so letting agents / property managers in the private rented sector are aware of their duties with regards to the regulations.
 - Proactive checks of required membership will be undertaken as part of Mandatory Licence Applications for Houses in Multiple Occupation (HMO). All agents and property

managers will be required to confirm details of scheme membership as part of all HMO Licence applications.

- A search for membership of a scheme will take place upon receipt of any housing related complaint involving a letting or management agent and this will form part of the council's normal enforcement process.

3.11 The authority must give written notice of their intention to impose a penalty setting out the reasons and the amount of the penalty. The lettings agent or property manager will have 28 days to make written representations or objections to the authority, starting from the day after the date the notice of intent was sent. At the end of the 28 day period the enforcement authority must decide, having taken into account any representations received, whether to impose the fine and, if so, must issue a final notice to the lettings agent or property manager giving at least 28 days for payment to be made. If the letting agent or property manager does not pay the monetary penalty within the period specified the authority can recover the penalty with the permission of the court as if payable under a court order.

3.12 There is a right of appeal to the First Tier Property Tribunal (RPT) against any penalty imposed. The appeal must be made within 28 days of the day on which the final notice was sent.

3.13 The local authority can impose further penalties if a lettings agent or property manager fails to join a redress scheme despite already having had a penalty imposed. There is no limit to the number of penalties that may be imposed on an individual lettings agent or property manager if they continue to fail to join a scheme.

3.14 By implementing this legislation the Council will be in a position to take action against businesses that are not members of an approved scheme and this will be for the benefit of local private sector tenants and also those responsible businesses that have joined a scheme.

4.0 **Human resources/people management implications**

4.1 All administration and enforcement of legislation in connection with The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014, will be carried out within the existing

resources of the Private Sector Housing Team. A restructure of this team took place earlier in 2017 which has taken account of the implementation of this legislation.

5.0 Financial implications

5.1 This initiative is being delivered within existing resources.

6.0 Legal and data protection implications

6.1 Any legal considerations are contained within the body of the report.

7.0 Consultation

7.1 There is no legal requirement contained within The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014, for local authorities to consult. However, the Private Sector Housing Team have written to all known Property Agents / Managers within Chesterfield Borough to advise them of the legislation, the duties this places on agents and the penalties for non-compliance.

8.0 Risk management

8.1 Because the local authority can charge fees for these core functions the risk to the Council is low.

Description of the Risk	Impact	Likelihood	Mitigating Action	Impact	Likelihood
There is a risk that there will remain Lettings Agents and Property Managers operating within Chesterfield Borough who will not be registered with one of the three Government Redress Schemes.	M	M	<ul style="list-style-type: none"> The Private Sector Housing Team will enforce the legislation on a reactive basis. Marketing campaigns have and will continue to be undertaken to mitigate this risk so letting agents / property managers 	M	L

<p>Meaning that tenants living in properties managed by those agents / managers will not have the same protection as tenants whose agents / managers have registered.</p>			<p>in the private rented sector are aware of their duties with regards to the regulations.</p> <ul style="list-style-type: none"> • A search for membership of a scheme will take place upon receipt of any housing related complaint involving a letting or management agent and this will form part of the council's normal enforcement process. • Proactive checks of required membership will be undertaken as part of Mandatory Licence Applications for Houses in Multiple Occupation (HMO). All agents and property managers will be required to confirm details of scheme membership as part of all HMO Licence applications. 		
---	--	--	---	--	--

9.0 Equalities Impact Assessment (EIA)

9.1 Persons on low and fixed incomes and other vulnerable groups may particularly suffer adverse effects as a result of businesses and others failing to comply with regulatory obligations. There is also evidence that rogue traders target those they perceive to be vulnerable. Adoption of these requirements will thus increase their protection.

9.2 The equalities impacts of the proposals in this report for race, disability, gender, sexual orientation, age and religion have been considered and assessed in the Preliminary Equalities Impact Assessment (**Appendix D**). However, it is considered that there would be no adverse equalities impact on the protected characteristics.

10.0 **Alternative options and reasons for rejection**

10.1 The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014, from 1 October 2014, places a legal requirement for all letting agents and property managers in England to register with one of three Government-approved redress schemes. Local authorities have a statutory duty to enforce these regulations. As such there are no other options to consider in relation to this legislation.

11.0 **Recommendations**

11.2 That the Council's functions and responsibilities under The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014, be delegated to the Health and Wellbeing Manager and Private Sector Housing Manager.

11.3 That any monetary penalties received in connection with the Order be used to fund the costs of enforcing the order and any other work in relation to the Private Sector Housing Function.

12.0 **Reasons for recommendations**

12.1 To ensure that the Health and Wellbeing Manager and Private Sector Housing Manager is authorised to exercise all necessary operational enforcement powers in respect of the The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014

12.2 To ensure that the Chesterfield Borough Council (the local housing authority) is able to undertake its statutory duty to serve remedial notices and to serve penalty charge notices in respect of The Redress Schemes For Letting Agency Work and Property

Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014.

Decision information

Key decision number	745
Wards affected	All Wards
Links to Council Plan priorities	To improve the health and wellbeing of people in Chesterfield Borough. To reduce inequality and support the more vulnerable members of our communities.

Document information

Report author	Contact number/email
Sarah Watts and Martin Key	01246 345144 /345337 sarah.watts@chesterfield.gov.uk martin.key@chesterfield.gov.uk
Background documents	
These are unpublished works which have been relied on to a material extent when the report was prepared.	
<i>This must be made available to the public for up to 4 years.</i>	
Appendices to the report	
Appendix A	The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014
Appendix B	Lettings Agents and Property Managers Which Government approved redress scheme do you belong to?
Appendix C	Guidance for Local Authorities
Appendix D	Preliminary Equalities Impact Assessment

This page is intentionally left blank

S T A T U T O R Y I N S T R U M E N T S

2014 No. 2359

HOUSING, ENGLAND

**The Redress Schemes for Lettings Agency Work and Property
Management Work (Requirement to Belong to a Scheme etc)
(England) Order 2014**

Made - - - - 3rd September 2014

Coming into force in accordance with article 1(1)

The Secretary of State makes the following Order in exercise of the powers conferred by sections 83(1), (5), and (9)(b), 84(1) and (7)(b), 85(1)(a), (2)(a), (3) and (4) and 88(1) of the Enterprise and Regulatory Reform Act 2013(a).

The Secretary of State is satisfied, in accordance with sections 83(6) and 84(5) of that Act, that all persons who are to be subject to a duty under this Order to belong to a redress scheme are eligible to join such a scheme.

In accordance with section 88(3)(a)(i) of that Act, a draft of this instrument was laid before Parliament and approved by a resolution of each House of Parliament.

PART 1

Introduction

Citation, commencement and application

1.—(1) This Order may be cited as the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014 and comes into force on the twenty-eighth day after the day on which it is made.

(2) This Order applies in relation to England only.

Interpretation

2. In this Order—

“the Act” means the Enterprise and Regulatory Reform Act 2013;

“enforcement authority” means a district council, a London borough council, the Common Council of the City of London in its capacity as a local authority, or the Council of Isles of Scilly.

(a) 2013 c.24

PART 2

Lettings agency work

Requirement to belong to a redress scheme: lettings agency work

3.—(1) A person who engages in lettings agency work must be a member of a redress scheme for dealing with complaints in connection with that work.

(2) The redress scheme must be one that is—

- (a) approved by the Secretary of State; or
- (b) designated by the Secretary of State as a government administered redress scheme.

(3) For the purposes of this article a “complaint” is a complaint made by a person who is or has been a prospective landlord or a prospective tenant.

Exclusions: lettings agency work

4.—(1) For the purposes of section 83 of the Act, “lettings agency work” does not include the things described in this article.

(2) “Lettings agency work” does not include things done by —

- (a) the employer, where the prospective tenant is an employee;
- (b) the person for whom the prospective tenant provides work or services, where the prospective tenant is a worker;
- (c) the person for whom the prospective tenant provides work or services, where the prospective tenant is —
 - (i) an employee who provides work or services under the contract of employment to a person who is not the prospective tenant’s employer; or
 - (ii) a worker who provides work or services under the worker’s contract to a person who is not a party to that contract;
- (d) the hirer, where the prospective tenant is an agency worker;
- (e) the person for whom the prospective tenant provides services under a contract for services.

(3) “Lettings agency work” does not include things done by —

- (a) an institution within the meaning of paragraph 5 of Schedule 1 to the Local Government Finance Act 1992^(a);
- (b) an authorised person within the meaning of section 18 of the Legal Services Act 2007^(b).

(4) In this article the following have the same meaning as the Agency Workers Regulations 2010^(c) —

“agency worker”

“contract of employment”

“employee”

“employer”

“hirer”

“worker”.

(a) 1992 c.14

(b) 2007 c.29

(c) S.I. 2010/93; amended by SI 2011/1941.

PART 3

Property management work

Requirement to belong to a redress scheme: property management work

5.—(1) A person who engages in property management work must be a member of a redress scheme for dealing with complaints in connection with that work.

(2) The redress scheme must be one that is—

- (a) approved by the Secretary of State; or
- (b) designated by the Secretary of State as a government administered redress scheme.

Exclusions: property management work

6.—(1) For the purposes of section 84 of the Act, “property management work” does not include the things described in this article.

(2) “Property management work” does not include things done in relation to premises which consist of or include more than one dwelling-house where the land is registered as commonhold land (whether or not there is a relevant tenancy in relation to any of the commonhold units).

(3) “Property management work” does not include things done in relation to premises which are used wholly or mainly for the accommodation of students where a condition in paragraphs (4) to (6) is met.

(4) The first condition is that the premises are owned or managed by —

- (a) an institution within the meaning of paragraph 5 of Schedule 1 to the Local Government Finance Act 1992; or
- (b) a body established for charitable purposes only.

(5) The second condition is that the premises are a hall of residence.

(6) The third condition is that the students have been nominated to occupy the premises by an institution or body of the kind mentioned in paragraph (4).

(7) “Property management work” does not include things done in relation to a dwelling-house occupied by students who have been nominated to occupy the dwelling-house by an institution or body of the kind mentioned in paragraph (4).

(8) “Property management work” does not include things done in relation to premises where the conditions in paragraphs (9) and (10) are met.

(9) The first condition is that either of the following applies to the premises —

- (a) it is not operated on a commercial basis and its costs of operation are provided wholly or in part by a government department or agency, by a local authority or by a parish council;
- (b) it is managed by a voluntary organisation or charity.

(10) The second condition is that the premises are used wholly or mainly for providing accommodation to persons who have been subject to any incident, or pattern of incidents, of —

- (a) controlling, coercive or threatening behaviour;
- (b) physical violence;
- (c) abuse of any other description (whether physical or mental in nature); or
- (d) threats of any such violence or abuse.

(11) “Property management work” does not include things done by a person (“A”) in the course of a business—

- (a) where the premises are subject to a mortgage and A is the receiver of the income of it; or

- (b) where A is —
- (i) an authority to which Part 3 of the Local Government Act 1974(a) applies;
 - (ii) a RTM company exercising the right to manage under Part 2 of the Commonhold and Leasehold Reform Act 2002(b);
 - (iii) an authorised person within the meaning of section 18 of the Legal Services Act 2007.

(12) “Property management work” does not include things done by a person (“A”) in the course of a business in response to instructions received from —

- (a) an authority to which Part 3 of the Local Government Act 1974 applies;
- (b) a social landlord for the purposes of Schedule 2 to the Housing Act 1996(c).

(13) For the purposes of this article—

“commonhold land” has the same meaning as in section 1 of the Commonhold and Leasehold Reform Act 2002(d);

“commonhold unit” has the same meaning as in section 11 of the Commonhold and Leasehold Reform Act 2002;

“government department” includes any body or authority exercising statutory functions on behalf of the Crown;

“RTM company” has the same meaning as in sections 71(1) and 73 of the Commonhold and Leasehold Reform Act 2002(e);

“student” has the same meaning as in paragraph 4 of Schedule 1 to the Local Government Finance Act 1992.

“voluntary organisation” means a body, other than a public or local authority, whose activities are not carried on for profit.

PART 4

Enforcement

Enforcement authority

7.—(1) It shall be the duty of every enforcement authority to enforce this Order.

(2) The duty referred to in paragraph (1) applies to the enforcement of the Order within the authority’s area.

Penalty for breach of the requirement to belong to a redress scheme

8.—(1) Where an enforcement authority is satisfied on the balance of probabilities that a person has failed to comply with the requirement to belong to a redress scheme under article 3 (requirement to belong to a redress scheme: lettings agency work) or article 5 (requirement to belong to a redress scheme: property management work), the authority may by notice require the person to pay the authority a monetary penalty (a “monetary penalty”) of such amount as the authority may determine.

(2) The amount of the monetary penalty must not exceed £5,000.

(3) The Schedule provides for the procedure relating to the imposition of a monetary penalty.

(a) 1974 c.7

(b) 2002 c.15

(c) 1996 c.52

(d) Section 1(1)(b) was amended by S.I. 2009/1941 Schedule 1 paragraph 194(1) and (2).

(e) Section 73 (2)(b) was amended by S.I. 2009/1941 Schedule 1 paragraph 194(1) and (15).

Appeals

9.—(1) A person who is served with a notice imposing a monetary penalty under paragraph 3 of the Schedule (a “final notice”) may appeal to the First-tier Tribunal against that notice.

(2) The grounds for appeal are that—

- (a) the decision to impose a monetary penalty was based on an error of fact;
- (b) the decision was wrong in law;
- (c) the amount of the monetary penalty is unreasonable;
- (d) the decision was unreasonable for any other reason.

(3) Where a person has appealed to the First-tier Tribunal under paragraph (1), the final notice is suspended until the appeal is finally determined or withdrawn.

(4) The Tribunal may —

- (a) quash the final notice;
- (b) confirm the final notice;
- (c) vary the final notice.

Recovery of monetary penalty

10.—(1) The enforcement authority may recover the monetary penalty on the order of a court, as if payable under a court order.

(2) In proceedings for the recovery of the amount due, a certificate which is—

- (a) signed by the enforcement authority’s chief finance officer (within the meaning of section 5 of the Local Government and Housing Act 1989(a)); and
- (b) states that the amount due has not been received by a date specified in that certificate,

is conclusive evidence of that fact, and a certificate to that effect and purporting to be signed is to be treated as being signed, unless the contrary is proved.

(3) Sums received by an enforcement authority under a monetary penalty may be used by the authority for any of its functions.

Signed by authority of the Secretary of State

Brandon Lewis
Minister of State

3rd September 2014

Department for Communities and Local Government

SCHEDULE

Article 8

Procedure for the imposition of a monetary penalty

Notice of intent

1.—(1) Where an enforcement authority proposes to impose a monetary penalty on a person, the authority must serve on that person a notice of what is proposed (a “notice of intent”).

(2) The notice of intent must be served within 6 months of the date on which the enforcement authority is first satisfied that the person has failed to comply with article 3 (requirement to belong to a redress scheme: lettings agency work) or article 5 (requirement to belong to a redress scheme: property management work).

(a) 1989 c.42; amendments have been made to section 5 but they are not relevant to this Order.

- (3) The notice of intent must include—
- (a) the reasons for imposing the monetary penalty;
 - (b) the amount of the penalty;
 - (c) information as to the right to make representations and objections within 28 days beginning with the day after the date on which the notice of intent was sent.

Making representations and objections

2. A person on whom a notice of intent is served may within 28 days beginning with the day after the date on which the notice was sent make written representations and objections to the enforcement authority in relation to the proposed imposition of a monetary penalty.

Final notice

3.—(1) After the end of the period for making representations and objections, the enforcement authority must decide whether to impose the monetary penalty, with or without modifications.

(2) Where an enforcement authority decides to impose a monetary penalty on a person, the authority must serve on that person a final notice imposing that penalty.

- (3) The final notice must include—
- (a) the reasons for imposing the monetary penalty;
 - (b) information about the amount to be paid;
 - (c) information about how payment may be paid;
 - (d) information about the period in which the payment must be made, which must not be less than 28 days;
 - (e) information about rights of appeal; and
 - (f) information about the consequences of failing to comply with the notice.

Withdrawing or amending a notice

4. The enforcement authority may at any time by giving notice in writing —
- (a) withdraw a notice of intent or final notice;
 - (b) reduce the amount specified in the notice of intent or final notice.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order requires persons who engage in lettings agency work and persons who engage in property management work to belong to a redress scheme for dealing with complaints in connection with that work. The Order also makes provision for enforcement of that requirement.

Article 3 imposes the requirement to belong to a redress scheme on persons who engage in lettings agency work.

Lettings agency work is defined in section 83(7), (8) and (9)(a) of the Enterprise and Regulatory Reform Act 2013 (2013 c.24). Section 83(9)(b) provides that lettings agency work does not include things of a description or things done by a person of a description specified in an Order. Article 4 prescribes those things that are not lettings agency work for the purposes of section 83.

Article 5 imposes the requirement to belong to a redress scheme on persons who engage in property management work.

Property management work is defined in section 84(6) and (7)(a) of the Enterprise and Regulatory Reform Act 2013. Section 84(7)(b) provides that property management work does not include

things of a description or things done by a person of a description specified in an Order. Article 6 prescribes those things that are not property management work for the purposes of section 84.

Article 7 imposes a duty on enforcement authorities to enforce the Order.

Article 8 provides for the monetary penalty that may be imposed by the enforcement authority where a person has failed to comply with the requirement to belong to a redress scheme. The Schedule provides for the procedure to be followed where the enforcement authority intends to impose a monetary penalty.

Article 9 provides for rights of appeal against a monetary penalty.

Article 10 provides for the enforcement of a monetary penalty.

A regulatory impact assessment has been prepared in relation to the Order and will be placed in the Library of each House of Parliament and made available on www.gov.uk. Copies may be obtained from the Department for Communities and Local Government, 2 Marsham Street, London, SW1P 4DF

© Crown copyright 2014

Printed and published in the UK by The Stationery Office Limited under the authority and superintendence of Carol Tullo, Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament.

£6.00

UK201409033 09/2014 19585

<http://www.legislation.gov.uk/id/uksi/2014/2359>

ISBN 978-0-11-112021-7



9 780111 120217



Department for
Communities and
Local Government

Lettings Agents and Property Managers

Which Government approved redress scheme do you belong to?

It is a legal requirement for all lettings agents and property managers in England to belong to a Government approved redress scheme from 1 October 2014

© Crown copyright, 2014

Copyright in the typographical arrangement rests with the Crown.

You may re-use this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence. To view this licence, www.nationalarchives.gov.uk/doc/open-government-licence/ or write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or email: psi@nationalarchives.gsi.gov.uk.

This document/publication is also available on our website at www.gov.uk/dclg

If you have any enquiries regarding this document/publication, complete the form at <http://forms.communities.gov.uk/> or write to us at:

Department for Communities and Local Government
Fry Building
2 Marsham Street
London
SW1P 4DF
Telephone: 030 3444 0000

For all our latest news and updates follow us on Twitter: <https://twitter.com/CommunitiesUK>

October 2014

ISBN: 978-1-4098-4346-7

Contents

- Page 4: Introduction
- What does this mean for lettings agents and/or property managers?
 - How do I know if this requirement applies to me?
- Page 5: What do we mean by 'lettings agency work'?
- What do we mean by 'property managers work'?
- Page 6: What do we mean by 'in the course of business'?
- Page 7: Does the requirement apply to landlords?
- Does the requirement apply to resident management companies?
 - Does the requirement apply to Charities?
 - Estate agents are already required to belong to a redress scheme – does this mean that those agents who are also lettings agents are already covered?
- Page 8: Where a lettings agent or property manager already belongs (on a voluntary basis) to The Property Ombudsman or the Ombudsman Services Property scheme – both of which have been running for some time – do they need to do anything?
- How does a lettings agent or property manager join one of the schemes?
 - What happens if a lettings agent or property manager doesn't join one of the redress schemes?
- Page 9: Is there a right of appeal against the fine?
- What happens if a lettings agent or property manager fails to join one of the redress schemes after the imposition of a fine?
 - How will the local authority know whether a lettings agent has joined one of the redress schemes?

Introduction

New legislation has been introduced which means that from 1 October 2014 it is a legal requirement for all lettings agents and property managers in England to join one of three Government-approved redress schemes.

Whilst the majority of lettings agents and property managers provide a good service there are a minority who offer a poor service and engage in unacceptable practices. This requirement will mean that tenants and landlords with agents in the private rented sector and leaseholders and freeholders dealing with property managers in the residential sector will be able to complain to an independent person about the service they have received. Ultimately the requirement to belong to a redress scheme will help weed out bad agents and property managers and drive up standards.

The requirement will be enforced by local authorities who can impose a fine of up to £5,000 where an agent or property manager who should have joined a scheme has not done so.

This leaflet provides information about the requirement and who it applies to. It is designed to cover the most common situations but it cannot cover every scenario and is not a substitute for reading the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc)(England) Order 2014 (SI 2014 No. 2359) which can be found at:

<http://www.legislation.gov.uk/uksi/2014/2359/contents/made>

What does this mean for lettings agents and/or property managers?

All lettings agents and property managers in England should join one of the three Government approved redress schemes. This is a legal requirement from 1 October 2014.

The three schemes are:

Ombudsman Services Property (www.ombudsman-services.org/property.html)

Property Redress Scheme (www.theprs.co.uk)

The Property Ombudsman (www.tpos.co.uk)

How do I know if this requirement applies to me?

Guidance on what we mean by lettings agency work and property manager work and who the requirement applies to is set out below. If you are not clear whether the requirement applies in your individual circumstances you should seek legal advice.

What do we mean by ‘lettings agency work’?

‘Lettings agency work’ is things done by an agent in the course of a business (see below) in response to instructions from:

- a private rented sector landlord who wants to find a tenant: or
- a tenant who wants to find a property in the private rented sector.

It applies where the tenancy is an assured tenancy under the Housing Act 1988 (the most common type of tenancy) except where the landlord is a private registered provider of social housing or the tenancy is a long lease.

Lettings agency work does not include the following things when done by a person who only does these things:

- publishing advertisements or providing information;
- providing a way for landlords or tenants to make direct contact with each other in response to an advertisement or information provided;
- providing a way for landlords or tenants to continue to communicate directly with each other.

It also does not include things done by a local authority, for example, where the authority helps people to find tenancies in the private rented sector because a local authority is already a member of the Housing Ombudsman Scheme.

The intention is that all “high street” and web based letting agents, and other organisations, including charities, which carry out lettings agency work in the course of a business will be subject to the duty to belong to an approved redress scheme.

Employers who find homes for their employees or contractors; higher and further education authorities and legal professionals are excluded from the requirement.

What do we mean by ‘property managers work’?

Property management work means things done by a person in the course of a business (see below) in response to instructions from another person who wants to arrange services, repairs, maintenance, improvement, or insurance or to deal with any other aspect of the management of residential premises.

However, it does not include things done by, amongst others, registered providers of social housing, that is, housing associations and local authorities who are social landlords, as these organisations are already required to belong to the Housing Ombudsman Scheme.

For there to be property management work, the premises must consist of, or contain:

- a) a dwelling-house let under a long lease - "long lease" includes leases granted for more than 21 years, leases granted under the right to buy, and shared ownership leases;
- b) an assured tenancy under the Housing Act 1988; or
- c) a protected tenancy under the Rent Act 1977.

Property management work would arise where a landlord instructed an agent to manage a house let to a tenant in the private rented sector. It would also arise where one person instructs another to manage a block of flats (often with responsibility for the common areas, corridors, stairwells etc.) that contains flats let under a long lease or let to assured or protected tenants.

The legislation will apply to people who in the course of their business (see below) manage properties, for example, high street and web based agents, agents managing leasehold blocks and other organisations who manage property on behalf of the landlord or freeholder.

The requirement to belong to a redress scheme does not apply to Managers of commonhold land, student accommodation and refuge homes; receivers and insolvency practitioners; authorities where Part 3 of the Local Government Act 1974 applies; right to manage companies; legal professionals and property managers instructed by local authorities and social landlords.

What do we mean by 'in the course of business'?

The requirement to belong to a redress scheme only applies to agents carrying out lettings or property management work 'in the course of business'. The requirement will therefore not apply to 'informal' arrangements where a person is helping out rather than being paid for a role which is their usual line of work. Some examples of 'informal arrangements' which would not come under the definition of 'in the course of business' are set out below:

- someone looking after the letting or management of a rented property or properties on behalf of a family member or friend who owns the property/properties, where the person is helping out and doesn't get paid or only gets a thank you gift;
- a friend who helps a landlord with the maintenance or decoration of their rented properties on an ad hoc basis;
- a person who works as a handyman or decorator who is employed by a landlord to repair or decorate their rented property or properties when needed;
- a landlord who looks after another landlord's property or properties whilst they are away and doesn't get paid for it;

- a joint landlord who manages the property or properties on behalf of the other joint landlords;

Whilst it is not possible to cover all eventualities in this note one of the key issues to consider when deciding what could be considered an 'informal arrangement' is whether the person doing the letting or property management work is helping out an individual as opposed to offering their services to anyone who wants to use and pay for them.

Does the requirement apply to landlords?

Landlords are not explicitly excluded from the requirement but are not generally caught by the definitions given above as they are not acting on instructions from another party.

Does the requirement apply to resident management companies?

Resident management companies are not explicitly excluded from the requirement although, in many cases, these are not caught by the legislation. Resident management companies can arise in different circumstances, but where the residents' management company owns the freehold and manages the block itself there is no requirement for the company to join a redress scheme. This is because, under the definition, property management work only arises where one person instructs another person to manage the premises and, in this case, the person who owns the block (and is responsible for its management) and the person managing the block are one and the same.

Likewise, where a resident management company does not own the freehold but is set up and run by the residents and manages the premises on behalf of the residents this would also be excluded as the work is only in respect of the residents' own premises and would not be operating in the normal course of business.

Does the requirement apply to Charities?

Charities are not explicitly excluded because any charity that is not operating as a business will already be exempt from the requirement. Charities which find accommodation for homeless people in the private rented sector often deliberately mirror the activities of a letting agent but only work with homeless people. Unless they are charging a fee for this service in these cases the charity could argue that is not operating in the course of a business and therefore be excluded from the duty.

Estate agents are already required to belong to a redress scheme – does this mean that those agents who are also lettings agents are already covered?

Estate agents who also carry out lettings agency work should check with their redress scheme whether the terms of their existing membership covers their lettings agency work as well as their estate agency work.

Where a lettings agent or property manager already belongs (on a voluntary basis) to The Property Ombudsman or the Ombudsman Services Property scheme – both of which have been running for some time – do they need to do anything?

No, a lettings agent or property manager who already belongs to The Property Ombudsman or Ombudsman Services Property scheme will automatically become a member of the approved scheme.

How does a lettings agent or property manager join one of the schemes?

Joining any of the three schemes involves a simple application process which can be done online. Paper application forms are also available where needed. More information about the membership requirements, joining instructions and fees can be found on each of the scheme websites, given above.

What happens if a lettings agent or property manager doesn't join one of the redress schemes?

Local authorities can impose a fine of up to £5,000 where a lettings agent or property manager who should have joined a scheme has not done so.

The authority must give written notice of their intention to impose a penalty setting out the reasons and the amount of the penalty. The lettings agent or property manager will have 28 days to make written representations or objections to the authority, starting from the day after the date the notice of intent was sent.

At the end of the 28 day period the enforcement authority must decide, having taken into account any representations received, whether to impose the fine and, if so, must issue a final notice to the lettings agent or property manager giving at least 28 days for payment to be made.

Is there a right of appeal against the fine?

Yes, a lettings agent or property manager can appeal against the penalty to the First-tier Tribunal. The appeal must be made within 28 days of the day on which the final notice was sent.

What happens if a lettings agent or property manager fails to join one of the redress schemes after the imposition of a fine?

The local authority can impose further penalties if a lettings agent or property manager fails to join a redress scheme despite already having had a penalty imposed. There is no limit to the number of penalties that may be imposed on an individual lettings agent or property manager if they continue to fail to join a scheme.

How will the local authority know whether a lettings agent has joined one of the redress schemes?

Each scheme will publish a list of members on their respective websites so it will be possible to check whether a lettings agent or property manager has joined one of the schemes.

This page is intentionally left blank

ANNEX C

Guidance for Local Authorities

on

The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014

Introduction

This Order makes it a legal requirement for all lettings agents and property managers in England to join a Government-approved redress scheme by 1 October 2014.

This now means that tenants, prospective tenants, landlords dealing with lettings agents in the private rented sector; as well as leaseholders and freeholders dealing with property managers in the residential sector can complain to an independent person about the service received. This will make it easier for tenants and landlords to complain about bad service and prevent disputes escalating.

The requirement will be enforced by local housing authorities (see section 3 for more details) and this note provides guidance for local authorities on who the requirement applies to and how it should be enforced. It is designed to cover the most common situations but it cannot cover every scenario and is not a substitute for reading the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc)(England) Order 2014 (SI 2014 No. 2359) which can be found at: <http://www.legislation.gov.uk/ukSI/2014/2359/contents/made>

Enforcement authorities (local authorities) will be able to ascertain whether an agent or property manager has joined a redress scheme, as all three schemes publish a list of their members on their website. It should be possible to determine if someone is acting as an agent either through a consumer complaint or through the equivalent of a mystery shopper exercise. Neither of these approaches requires new powers.

SECTION 1: LETTINGS AGENTS

What do we mean by 'lettings agency work'

'Lettings agency work' is defined in the [Enterprise and Regulatory Reform Act 2013](#) as things done by an agent, in the course of a business (see Section 2 below), in response to instructions from:

- a private rented sector landlord who wants to find a tenant: or
- a tenant who wants to find a property in the private rented sector.

It applies where the tenancy is an assured tenancy under the Housing Act 1988 except where the landlord is a private registered provider of social housing or the tenancy is a long lease.

In the Act, lettings agency work does not include the following things when done by a person who only does these things:

- publishing advertisements or providing information;
- providing a way for landlords or tenants to make direct contact with each other in response to an advertisement or information provided; and
- providing a way for landlords or tenants to continue to communicate directly with each other.

It also does not include things done by a local authority, for example, where the authority helps people to find tenancies in the private rented sector because a local authority is already a member of the Housing Ombudsman Scheme.

The intention is that all “high street” and web based letting agents, and other organisations, including charities, which carry out lettings agency or property management work in the course of a business will be subject to the duty to belong to an approved redress scheme.

Exclusions from the requirement to belong to a redress scheme – lettings agency work

Employers who find homes for their employees or contractors: Article 4(2) of the Order excludes things done by an employer where the prospective tenant is an employee, or a contractor. It excludes the person the prospective tenant provides work or services to where the prospective tenant is a worker, or a contractor, or is on secondment. It also excludes the hirer where the prospective tenant is an agency worker.

This is because an employer may either directly, or via a third party, help an employee find accommodation as a way to attract and then retain workers, especially in areas of high labour demand. This would fall within the definition of lettings work but, to avoid discouraging organisations from providing housing assistance to those who work or provide services for them, they have been exempted from the requirement to belong to a redress scheme.

Higher and further education establishments: Article 4(3)(a) of the Order excludes higher and further education establishments. Universities, for example, often provide a service for their students to help them find property to rent. While this is lettings agency work as per the definition, the housing teams are not acting as independent

agents and have a wider duty of care for the students at their institution. If an individual student feels that the housing teams have not provided a good service there are existing channels for students to complain to including the students union.

Legal professionals: Article 4(3)(b) of the Order excludes those authorised or licensed to carry out regulated legal activities under the Legal Services Act 2007. Legal professionals could be considered as carrying out lettings type work, for example, when they draft tenancy agreements. They are excluded from the duty as they are already heavily regulated and complaints about their services can be made to the Legal Ombudsman.

The Order does not exclude charitable organisations because any charity that is operating not as a business will already be exempt from the requirement. It is important that where charitable organisations are operating in the course of a business and especially where they are dealing with the most vulnerable that those most in need of support are not denied the opportunity to seek redress where things have gone wrong.

SECTION 2: PROPERTY MANAGEMENT

What do we mean by ‘property management work’

In the Enterprise and Regulatory Reform Act 2013, property management work means things done by a person in the course of a business (see Section 2 below) in response to instructions from another person who wants to arrange services, repairs, maintenance, improvement, or insurance or to deal with any other aspect of the management of residential premises.

However, it does not include things done by, amongst others, registered providers of social housing, that is, housing associations and local authorities who are social landlords, as these organisations are already required to belong to the Housing Ombudsman Scheme by Schedule 2 to the Housing Act 1996.

For there to be property management work, the premises must consist of, or contain:

- a) a dwelling-house let under a long lease - “long lease” includes leases granted for more than 21 years, leases granted under the right to buy, and shared ownership leases;
- b) an assured tenancy under the Housing Act 1988; or
- c) a protected tenancy under the Rent Act 1977.

Property management work would arise where a landlord instructed an agent to manage a house let to a tenant in the private rented sector. It would also arise where one person instructs another to manage a block of flats (often with responsibility for the common areas, corridors, stairwells etc.) that contains flats let under a long lease or let to assured or protected tenants.

The legislation will apply to people who in the course of their business (see Section 2 below) manage properties, for example, high street and web based agents, agents managing leasehold blocks and other organisations who manage property on behalf of the landlord or freeholder.

Exclusions from the requirement to belong to a redress scheme – property management work

Managers of commonhold land: Article 6(2) of the Order excludes managers of commonhold land even if one of the units is subsequently let on an assured tenancy. This is to avoid the manager having to join a redress scheme if one of the units on the development was let under a relevant tenancy type, when this is not something they are likely to be aware of. A relevant tenancy type means:

- a) a tenancy which is an assured tenancy for the purposes of the Housing Act 1988;
- b) a tenancy which is a regulated tenancy for the purposes of the Rent Act 1977; or
- c) a long lease other than one to which Part 2 of the Landlord and Tenant Act 1954 applies.

The exemption for managers of commonhold land only applies to the manager of the whole development- where an agent manages an individual dwelling-house in such a development, the duty to belong to a scheme will apply.

Managers of student accommodation: Articles 6(3) to (7) of the Order exclude student accommodation; in particular, halls of residence (which may be run privately), accommodation provided to students by education authorities and charities; and accommodation provided by any landlord where the students are nominated by an educational establishment or charity. Educational institutions will often rent bed space from trusted private providers (frequently agreeing a certain number of beds for a number of years and hence guaranteeing a level of rental income for the private provider) and then give that provider a list of names (nominated students) who will actually take up residence each year. The legislation is not aimed at university managed accommodation which is already well regulated and students have other mechanisms to complain, including through the students union.

Managers of refuge homes: Articles 6(8) to 6(10) of the Order exempt organisations that provide accommodation (refuge homes) for people who are fleeing from actual, or threat of, violence or abuse including controlling, coercive or threatening behaviour, physical violence or abuse of any other description (including both physical and mental). Where those organisations are not operated on a commercial basis and the costs of operation are provided wholly or in part by a government department or agency, a local authority, or the organisation is managed by a voluntary organisation or charity then there is no requirement for the managers of the building to join a redress scheme. The management and letting of such properties goes significantly wider than property management per se and the person living in such a property will not be occupying it as their permanent residence.

Receivers and insolvency practitioners: Article 6(11)(a) of the Order excludes work done by a person (“A”) in the course of a business where the property is subject to a mortgage and A is the receiver of the income of it. When a borrower defaults on a mortgage the receiver is appointed as agent for the mortgagor and steps into their shoes. As such it would not be appropriate to treat the receiver as a managing agent and require them to join a redress scheme.

Other authorities: Article 6(11)(b)(i) of the Order excludes authorities where Part 3 of the Local Government Act 1974 applies, as these authorities will already be subject to investigation by the Local Government Ombudsman. Such bodies include a local authority as not all local authorities are social landlords, a National Park authority, police and crime commissioners, or fire and rescue authorities etc. The requirement to belong to a scheme under this Order does not apply to work carried out by these authorities.

Right to Manage companies: Article 6(11)(b)(ii) excludes Right to Manage companies who acquire the right to manage under Part 2 of the Commonhold and Leasehold Reform Act 2002 as they are in effect long leaseholders who have taken direct management of their block of flats from the landlord.

Legal professionals: Article 6(11)(b)(iii) of the Order excludes those authorised or licensed to carry out regulated legal activities under the Legal Services Act 2007. This is because they are already heavily regulated and complaints by relevant persons about their services can already be made to the Legal Ombudsman. (Where a property management firm is part of a joint venture with a legal firm but is operating under its own identity and is carrying out property management work then it will have to join an approved or designated redress scheme as under these circumstances it will not be authorised or licensed under the Legal Services Act 2007.)

Managers instructed by local authorities and social landlords: Article 6(12) of the Order excludes things done where a Local Authority or a social landlord have

instructed the person undertaking the work. Again this is because local authorities and registered social providers are already heavily regulated and consumers already have guaranteed access to an Ombudsman.

If a person is exempt from the redress scheme as they are not operating in the course of a business but they are collecting rent they will still have legal responsibilities as “manager” where the property is a [House in Multiple Occupation](#).

Head tenant as a manager: where a leaseholder receives a reduced service charge in exchange for maintenance work around the property for example gardening in a block of flats, or cleaning and maintains common areas such as stairwells, car parks and corridors. In such cases they are not required to be part of a redress scheme, as they are not doing the work in the normal course of business. In cases where the level of service is deemed to be sub-standard, other leaseholders can complain to the main agent or freeholder that their subcontractor is not up to standard.

Implicit exclusions from the requirement to belong to a redress scheme

Landlords are not explicitly excluded by the Order but are not generally caught by the Enterprise and Regulatory Reform Act as they are not acting on instructions from another party.

Resident management companies are not explicitly excluded by the Order although, in many cases, these are not caught by the Enterprise and Regulatory Reform Act 2013. Resident management companies can arise in different circumstances, but where the residents’ management company owns the freehold and manages the block itself there is no requirement for the company to join a redress scheme. This is because, under the definition in the Act, property management work only arises where one person instructs another person to manage the premises and, in this case, the person who owns the block (and is responsible for its management) and the person managing the block are one and the same.

Likewise, where a resident management company does not own the freehold but is set up and run by the residents and manages the premises on behalf of the residents this would also be excluded as the work is only in respect of the residents’ own premises and would not be operating in the normal course of business.

What do we mean by ‘in the course of business’

The requirement to belong to a redress scheme only applies to agents carrying out lettings or property management work ‘in the course of business’ [as referred to in sections 83 and 84 of the Act](#). The requirement will therefore not apply to ‘informal’

arrangements where a person is helping out rather than being paid for a role which is their usual line of work. Some examples of 'informal arrangements' which would not come under the definition of 'in the course of business' are set out below:

- someone looking after the letting or management of a rented property or properties on behalf of a family member or friend who owns the property/properties, where the person is helping out and doesn't get paid or only gets a small thank you gift of minimal value;
- a friend who helps a landlord with the maintenance or decoration of their rented properties on an ad hoc basis;
- a person who works as a handyman or decorator who is employed by a landlord to repair or decorate their rented property or properties when needed;
- a landlord who occasionally looks after a friend's property or properties whilst they are away and doesn't get paid for it;
- a joint landlord who manages the property or properties on behalf of the other joint landlords.

Whilst it is not possible to cover all eventualities in this note one of the key issues to consider when deciding what could be considered an 'informal arrangement' is whether the person doing the letting or property management work is offering their services to genuinely helping out a friend or acquaintance, instead of being paid for their services..

Charities - the Order does not exclude charitable organisations because any charity that is not operating as a business will already be exempt from the requirement, Charities which find accommodation for homeless people in the private rented sector often deliberately mirror the activities of a letting agent but only work with homeless people. Unless they are charging a fee for this service it is likely that the charity could argue that is not operating in the course of a business and therefore be excluded from the duty.

SECTION 3: ENFORCEMENT

In order for the requirement for lettings and property management agents to belong to a redress scheme to be effective there needs to be a process for ensuring compliance and for there to be a fair and effective penalty where the requirement is not met.

Enforcement authority

The enforcement authority for the purposes of this Order is a district council, a London Borough Council, the Common Council of the City of London in its capacity as a local authority, or the Council of the Isles of Scilly. These are all local housing authorities but this does not limit the enforcing role to housing officers. Where Trading Standards services sit within one of these enforcing authorities, trading

standards officers will be able to enforce the regulations and issue the penalty notices, as well as housing officers.

For failure to publish prices on a website, the enforcement authority will be the local authority in whose area the head office of the lettings agent or property manager who has not complied with the requirement.

Penalty for breach of requirement to belong to a redress scheme

The enforcement authority can impose a fine of up to £5,000 where it is satisfied, on the balance of probability that someone is engaged in letting or management work and is required to be a member of a redress scheme, but has not joined.

The three government approved redress schemes are:

Ombudsman Services Property (www.ombudsman-services.org/property.html)

Property Redress Scheme (www.theprs.co.uk)

The Property Ombudsman (www.tpos.co.uk)

Each scheme will publish a list of members on their respective websites so it will be possible to check whether a lettings agent or property manager has joined one of the schemes.

The expectation is that a £5,000 fine should be considered the norm and that a lower fine should only be charged if the enforcement authority is satisfied that there are extenuating circumstances. It will be up to the enforcement authority to decide what such circumstances might be, taking into account any representations the lettings agent or property manager makes during the 28 day period following the authority's notice of intention to issue a fine. In the early days of the requirement coming into force, lack of awareness could be considered; nevertheless an authority could raise awareness of the requirement and include the advice that non-compliance will be dealt with by an immediate sanction. Another issue which could be considered is whether a £5,000 fine would be disproportionate to the turnover/scale of the business or would lead to an organisation going out of business. It is open to the authority to give a lettings agent or property manager a grace period in which to join one of the redress schemes rather than impose a fine.

The enforcement authority can impose further penalties if a lettings agent or property manager continues to fail to join a redress scheme despite having previously had a penalty imposed. There is no limit to the number of penalties that may be imposed on an individual lettings agent or property manager, so further penalties can be applied if they continue to be in breach of the legislation.

The penalty fines received by the enforcement authority may be used by the authority for any of its functions.

Where an enforcement authority intends to impose a penalty they must follow the process set out below.

Enforcement process:

Step 1: Notice of Intent

The enforcement authority must give written notice of their intention to impose a penalty, setting out:

- i) the reasons for the penalty;
- ii) the amount of the penalty; and
- iii) that there is a 28 day period to make written representations or objections, starting from the day after the date on which the notice of intent was sent.

This written notice must be served within 6 months of the date on which the enforcement authority is in the position to issue the fine (have gathered sufficient evidence and satisfied any internal requirements that a fine is appropriate). It is up to each local authority to decide who should serve the notice.

The enforcement authority may withdraw the notice of intent or reduce the amount specified in the notice at any time by giving notice in writing.

Step 2: Representations and Objections

The person who the notice of intent was served on has 28 days starting from the day after the date the notice of intent was sent to make written representations and objections to the enforcement authority in relation to the proposed fine.

Step 3: Final Notice

At the end of the 28 day period the enforcement authority must decide, having taken into account any representations received, whether to impose the fine and, if so, must give at least 28 days for payment to be made. When imposing a fine, the enforcement authority must issue a final notice in writing which explains:

- i) why the fine is being imposed;
- ii) the amount to be paid;
- iii) how payment may be made;
- iv) the consequences of failing to pay;

v) that there is a right to appeal against the penalty to the First-tier Tribunal and that any appeal must be made within 28 days after the imposition of the fine.

It is up to each local authority to decide who should serve the notice. The enforcement authority may withdraw the final notice or reduce the amount specified in the notice at any time by giving notice in writing.

Step 4: Appeals

If an appeal is lodged the fine cannot be enforced until the appeal is disposed of. Appeals can be made on the grounds that:

- i) the decision to impose a fine was based on a factual error or was wrong in law;
- ii) the amount of the fine is unreasonable; or
- iii) that the decision was unreasonable for any other reason.

The First-tier Tribunal may agree with the enforcement authority's notice to issue a penalty or may decide to quash or vary the notice and fine.

Appeals will be heard by the General Regulatory Chamber, further details on the appeals procedure can be found at the following link:

<http://hmctsformfinder.justice.gov.uk/courtfinder/forms/policy-makers-guidance-eng.pdf>

Step 5: Recovery of the penalty

If the lettings agent or property manager does not pay the fine within the period specified the authority can recover the fine with the permission of the court as if payable under a court order. Where proceedings are necessary for the recovery of the fine, a certificate signed by the enforcement authority's chief finance officer stating that the amount due has not been received by a date stated on the certificate will be taken as conclusive evidence that the fine has not been paid.

This page is intentionally left blank

Chesterfield Borough Council

Equality Impact Assessment - Preliminary Assessment Form

The preliminary impact assessment is a quick and easy screening process. It should identify those policies, projects, services, functions or strategies which require a full EIA by looking at negative, positive or no impact on any of the equality groups.

Service Area: Health and Wellbeing
Section: Private Sector Housing Team
Lead Officer: Health and Wellbeing Manager

Title of the policy, project, service, function or strategy the preliminary EIA is being produced for:

The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014. Enforcement of Fees and Charges

Is the policy, project, service, function or strategy:

Existing
Changed
New/Proposed X

Q1 - What is the aim of your policy or new service?

To carry out the statutory duty imposed on the local authority in relation to the The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014. Enforcement of Fees and Charges.

Q2 - Who is the policy or service going to benefit?

Residents of Privately Rented Housing stock situated within the borough.

Q3 - Thinking about each group below, does, or could the policy, project, service, function or strategy have an impact on protected characteristics below? You may also need to think about sub groups within each characteristic e.g. older women, younger men, disabled women etc.

Please tick the appropriate columns for each group.

Group or Protected Characteristics	Potentially positive impact	Potentially negative impact	No impact
Age – including older people and younger people.	The new regulations require all lettings agents and property managers to join one of the three Government schemes. However, it is recognised that privately rented housing stock tends to be of poorer quality and is often occupied by those with protected characteristics or those experiencing deprivation or health inequalities, so will have a	None	
Disabled people – physical, mental and sensory including learning disabled people and people living with HIV/Aids and cancer.		None	
Gender – men, women and transgender.		None	
Marital status including civil partnership.		None	
Pregnant women and people on maternity/paternity. Also consider breastfeeding mothers.		None	
Sexual Orientation – Heterosexual, Lesbian, gay men and bi-sexual people.		None	
Ethnic Groups		None	
Religions and Beliefs including those with no religion and/or beliefs.		None	
Other groups e.g. those		None	

experiencing deprivation and/or health inequalities.	positive impact rather than a negative impact.		
--	--	--	--

If you have answered that the policy, project, service, function or strategy could potentially have a negative impact on any of the above characteristics then a full EIA will be required.

Q4 - Should a full EIA be completed for this policy, project, service, function or strategy?

Yes
 No

Q5 - Reasons for this decision:

The Redress Schemes For Letting Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014. Enforcement of Fees and Charges, will not have a negative impact on any of the protected characteristics of those mentioned above.

Please e-mail this form to the Policy Service before moving this work forward so that we can confirm that either a full EIA is not needed or offer you further advice and support should a full EIA be necessary.

A robust policy, that prevents empty homes from deterioration / anti social behaviour etc may have a positive impact on those living locally, which may include those with protected characteristics. Additionally, bringing empty homes back into use, will provide additional accommodation which may be accessed by those with protected characteristics

This page is intentionally left blank

For publication

Changes to Council Housing Tenancy Agreement ([HC000](#))

For publication

Meeting:	Cabinet
Date:	12 September 2017
Cabinet portfolio:	Cabinet Member for Homes and Customers
Report by:	Housing Manager

1.0 Purpose of report

- 1.1 The purpose of the report is to seek approval from Members to make changes to the Housing Tenancy Agreement relating to secure and introductory tenants and consult with tenants on these proposed changes.

2.0 Recommendations

- 2.1 That Members approve the proposed changes to the Tenancy Agreement.
- 2.2 That the Housing Manager be authorised to consult with tenants regarding the proposed changes to the Tenancy Agreement and to serve the necessary preliminary notice of variation.
- 2.3 That a further report be brought to Members following the completion of the consultation process, no later than January 2018.

3.0 Report details

Background

- 3.1 In July 2016 a Steering Group was established to consider the implications for the Housing Revenue Account (HRA) Business Plan following national housing policy changes, including the reduction in rents for 4 years until April 2020 and to make recommendations as to how these implications can be mitigated. The Steering Group comprises of cross party elected members, officers and tenants.
- 3.2 In December 2016, they recommended to the Corporate Cabinet and Corporate Management Team a series of recommendations to mitigate the worsening financial position within the HRA which included;
- A £500,000 reduction in the responsive repairs budget in 2017/18 and each of the following two financial years, after which the budget will be increased by inflation (CPI)
 - A reduced and re-phased capital programme
 - Moving from collecting rent on a 48 week basis to a 52 week basis and that consultation on this and other changes to the tenancy agreement takes place during 2017/18
 - Mitigating income loss through bad debts (rent arrears) and having properties stood empty (voids)

Current Position

- 3.3 In order to deliver the recommendations outlined above at 3.2, a series of tenant, officer and elected member working groups were established in April 2017 to consider how these savings could be achieved in more detail, including;
- Reviewing tenant repairing obligations e.g. tenants taking more responsibility for their own repairs and damage
 - Reviewing repair response times
 - Reviewing void standards and undertaking some work after a property has been re-let as part of the Housing Capital Programme
 - Adopting a standard approach to the removal of the previous tenants fixtures and fittings
- 3.4 As any material change to services to tenants and / or the tenancy agreement require consultation with all secure and

introductory tenants, in accordance with the 1985 Housing Act, the working groups have also considered any other changes that are required to the Tenancy Agreement to ensure that it remains current and fit for purpose.

- 3.5 The current Tenancy Agreement, attached at **Appendix 1**, has been in use since 2009.
- 3.6 In July 2017, a further discussion took place with the Corporate Cabinet and Corporate Management Team on the likely recommendations from the tenant, elected member and officer working groups to mitigate the worsening financial position of the HRA and the areas that would require consultation with all tenants.
- 3.7 A copy of the proposed new Tenancy Agreement is attached at **Appendix 2**. A summary of the variations between the current and proposed Tenancy Agreement is attached at **Appendix 3**. In addition, the proposed changes to the Tenant Handbook, which sits along-side the Tenancy Agreement and which sets out the detail to Tenant Rent and Repairing Obligations is attached at **Appendix 4**.

Consultation

- 3.8 It is a requirement under the Housing Act's 1985 (section 105) and 1996 that where general changes to the terms of the tenancy are proposed, all landlords must consult with secure and introductory tenants regarding proposed changes in matters of 'housing management' and ascertain their views.
- 3.9 This requirement is known as a 'preliminary notice of variation' and it is suggested that tenants are given 28 days in which to make any written representations.
- 3.10 Any such representations will then be reported back to Members with any changes recommended. Following agreement by Members, notice of the changes will be served on tenants. This is called the 'final notice of variation' and the new Tenancy Agreement will come into force 28 days after the service of this notice.

3.11 In order to ensure that the new Tenancy Agreement and other proposed changes come into force at the start of the 2018/19 financial year the following timetable is proposed:

Action	Date
Cabinet Approval to serve preliminary notice of variation and start consultation with tenants	12 September 2017
Consultation Commences	Mid October 2017
Consultation Ends	Mid November 2017 (28 days later)
Report to Cabinet on outcome of Consultation and approval to serve final notice of variation	16 January 2018
Final Notice of Variation served	No later than 25 February 2018
New Tenancy Agreement comes into force	1 April 2018

3.12 In discussion with the Policy and Communications Manager, it has been agreed that the Policy Service will carry out some of the consultation with tenants in conjunction with the Housing Service. The consultation will include;

- An edition of Our Homes, the newsletter for Tenants and Leaseholders, setting out the proposed areas for change and why they are necessary, the consultation process including a timetable of events and the associated benefits
- A letter to all tenants (Preliminary Notice of Variation) including;
 - The proposed new Tenancy Agreement
 - The current version of the Tenancy Agreement
 - A summary of changes to the Tenancy Agreement and relevant sections from the Tenant Handbook (Repair Obligations and Rent)
 - A short questionnaire for tenants to let us know their views and comments (with entry to a Free Prize Draw on completion)
- An online version of the consultation, FAQ's and questionnaire on the Council's Website

- A series of consultation events both in fixed locations and using the Housing Services Mobile Office (to be carried out in conjunction with Severn Trent) attached at **Appendix 5**
- A one off consultation event for other Stakeholders e.g. Law Centre, CAB
- FAQ's for staff and elected members
- Weekly notifications on Facebook and Twitter during the 28 day consultation period

4.0 **Human resources/people management implications**

4.1 In order to achieve the required £1.5million savings to the Responsive Repairs Budget over three years and the proposed changes to the Tenant Repairing Obligations and Response Timescales, the Commercial Services Manager has undertaken some analysis on the likely impact these changes will have on staffing requirements within the Building Service.

4.2 It is anticipated that the reduction in 'jobs' by changing the tenant repairing obligations (with more onus on the tenant undertaking work themselves) and the timescales that work will be undertaken in, could reduce the staffing requirement for responsive repairs by up to a third (7 FTE's).

4.3 It is further anticipated that these staff could usefully be re-deployed elsewhere in the Building Service, undertaking capital or contractual work as part of the Commercial Services ambition to 'trade' externally. This was approved by Cabinet, as part of the Commercial Services 5 year growth Strategy on 25 July 2017.

5.0 **Financial implications**

5.1 The reduction of the Responsive Repairs Budget by £500,000 per annum in each of the following three financial years (2017 – 2020) will result in a saving of approximately £1.5million to the Housing Revenue Account.

- 5.2 This saving will provide some mitigation to the HRA against changes in national housing policy affecting its financial viability and will contribute to ensuring that the HRA Business Plan remains balanced, sustainable and self-financing in the longer term.
- 5.3 The costs associated with the requirement to consult tenants on changes to the Tenancy Agreement in relation to potential changes to tenants repairing obligations will be met by the HRA.
- 5.4 A sum of £30,000 is currently held within the HRA for consultation with tenants over the ways in which water rates are collected by the council, as an agent, on behalf of Severn Trent. It is proposed that this sum is utilised for the payment of the consultation relating to the repairing obligations and other changes required to the Tenancy Agreement in 2017/18. This was agreed as part of the Annual Housing Revenue Account Rent (HRA) and Service Charge Setting Report to Cabinet on 24 January 2017.

6.0 Risk management

Description of Risk	Likelihood	Impact	Mitigating Action	Resultant Likelihood	Resultant Impact
Increased rent arrears from Universal Credit recipients where UC paid over 52 weeks and rent collection on a 48 week basis	High	High	Removal of rent free weeks and move to a 52 week rent year	Medium	Medium
Tenants not carrying out minor repairs which are classed as tenant responsibility resulting in more complex repairs / disrepair	Medium	High	Only minor DIY repairs to become tenant obligation. DIY classes or videos made available. Introduction of a chargeable 'handyman' service for minor repairs	Low	Medium
Increased customer dis-	Medium	Low	All repairs will be carried out by	Low	Low

satisfaction with routine repairs being carried out over 30 days as opposed to 20 days			appointment with an appointment being offered and made at the time of reporting		
Ambiguous clauses and obligations within the Tenancy Agreement resulting in cases not successful at court / legal stage	Medium	Medium	Changes to the tenancy agreement to make rights and responsibilities clearer will make any action against tenants more robust, easier to defend and lessen the risk to the council	Low	Low

7.0 Legal and data protection implications

7.1 The Tenancy Agreement is the formal legal contract between the Council, as Landlord and its tenants. It details the responsibilities and obligations of both the Council, as Landlord and all Council tenants (both secure and introductory). Used alongside relevant legislation, e.g. the Housing Act 1985, the Tenancy Agreement forms the basis upon which tenancies are managed and action taken to rectify breaches of the conditions for issues, such as non-payment of rent and anti-social behaviour.

7.2 The statutory consultation and notice requirements associated with the proposals contained within this report are set out at paragraphs 3.8 to 3.10.

7.3 The questionnaire used as part of the consultation process will be completely anonymous (unless tenants wish to be included in the Free Prize Draw) and will comply with all aspects of the Data Protection Act.

8.0 Equalities Impact Assessment (EIA)

8.1 A preliminary Equalities Impact Assessment has been carried out and is attached at **Appendix 6**.

8.2 A full Equalities Impact Assessment will be completed once the results of the consultation process are known. As part of this process the results of the consultation will also be discussed with the HRA Business Planning Steering Group.

9.0 **Recommendations**

9.1 That Members approve the proposed changes to the Tenancy Agreement.

9.2 That the Housing Manager be authorised to consult with tenants regarding the proposed changes to the Tenancy Agreement and to serve the necessary preliminary notice of variation.

9.3 That a further report be brought to Members following the completion of the consultation process, no later than January 2018.

10.0 **Reasons for recommendations**

10.1 To make the necessary changes to the Housing Tenancy Agreement.

10.2 To contribute to the delivery of a balanced and sustainable Housing Revenue Account, which is self-financing in the longer term.

10.3 To support working with tenants through the Customer Engagement Strategy.

10.4 To support the Council's Vision and Priorities within the Council Plan.

Glossary of Terms <i>(delete table if not relevant)</i>	
<i>e.g. HRA</i>	<i>Housing Revenue Account</i>

Decision information

Key decision number	742
Wards affected	All Wards
Links to Council Plan priorities	To contribute to the council's priority to improve the quality of life for local people

Document information

Report author	Contact number/email
Alison Craig	Extn. 5156 alison.craig@chesterfield.gov.uk
Background documents	
<i>none</i>	
Appendices to the report	
Appendix 1	Current Tenancy Agreement
Appendix 2	Proposed Tenancy Agreement
Appendix 3	Summary of Variations to Tenancy Agreement
Appendix 4	Proposed Changes to Tenant Handbook e.g. Rent and Repairing Obligations
Appendix 5	Proposed Consultation Events
Appendix 6	Preliminary EIA

This page is intentionally left blank



Tenancy Agreement

Housing Services

Chesterfield Borough - inspiring pride, aspiring to be the best, working for a safer, cleaner, greener, thriving community



ARE WE ACCESSIBLE TO YOU? IF NOT - ASK US!

- ✓ We want everyone to be able to understand us.
- ✓ We want everyone to be able to read our written materials.
- ✓ We aim to provide what you need to enable you to be involved in our activities – by attending meetings, reading our leaflets, talking and writing to us.

On request we will provide free -

- ☺ Language interpreters, including sign language.
- ☺ Translations of written materials into other languages.
- ☺ Materials in Braille, large print, Easy Read or on tape.

Please contact us:

General enquiries -	01246 345345
Fax -	01246 345252
General enquiries mobile phone text only -	079609 10264
General Housing enquiries -	01246 345177
Leisure enquiries -	01246 345096
Environmental enquiries	01246 345734
Planning enquiries -	01246 345811

or E-mail - eoinfo@chesterfield.gov.uk

Version -8 February 2010

updated May 2012 to cover properties with energy efficiency equipment (Solar Panels)

Contents Page

Page	Contents
3	Your tenancy details
4	Meaning of words
6	Types of tenancy (introductory, secure, demoted)
7	Legal rights of tenants
7	Notices
8	Your rent
9	Occupancy of property
10	Care of property and general conduct
11	Gardens and boundaries
12	Tenant alterations
13	Repairs
16	Access
17	Anti-social behaviour
19	Safety and security
20	Vehicles and parking
21	Pets
22	Tenancy changes and lodgers
23	Other matters
24	Ending your tenancy
25	Consultation and information
26	Declaration and signatures

Your Tenancy Details

This is a legal contract. It describes the rights and responsibilities of Chesterfield Borough Council and of you the Tenant.

On taking possession of the property and having received a copy of this agreement you and the Council are bound by its terms whether it has been signed or not.

This agreement is made the day of Two Thousand and

This agreement is between Chesterfield Borough Council (called "the Council") and

..... (called "the Tenant")

The Council lets and the Tenant takes the property known as

.....

The weekly charges for the property are:	Rent:	£
	Water Rates:	£
	Other Charges	£

Where the property is a flat which is situated within a block of flats, which has a communal area or areas, a service charge of £ per week is payable by the Tenant in respect of the cleansing by or on behalf of the Council of the communal area or areas.

The tenancy is a weekly tenancy and commences on Monday

- You have an introductory tenancy with us. It will last for one year until After this date it will automatically become a secure tenancy, unless we have gained possession of your home or we have started possession proceedings against you
- You have a secure tenancy with us

The obligations and rights mentioned in the agreement apply to an introductory tenancy as well as to a secure tenancy (unless otherwise stated).

You will be in breach of the tenancy agreement if you or someone acting for you has knowingly made a false statement or given incorrect information to us which led to the granting of your tenancy.

Meaning of Words

Assignment

Where you pass the tenancy of your property to a member of your family who has been living with you for 12 months.

Animal

Any creature. This includes, but is not exclusive to, mammals, birds, reptiles, and insects.

Byelaws

Local laws or rules made by the Council.

Communal areas

Areas shared by two or more tenants, such as stairwells and landings, parking and drying areas, corridors, grassed areas, paths and roads throughout the estate.

Energy efficiency equipment

Any FIT equipment (see below for definition) and/or renewable heat equipment.

Energy efficiency payment

- Any benefits arising as a result of the energy efficiency equipment being connected to the grid and any environmental or renewable benefits (including feed-in-tariffs) relating to the energy efficiency equipment (including any monetary payments);
- Any payments arising as a result of supplies of electricity and/or exports of electricity to the grid from the energy efficiency equipment; and
- Any revenue generated in relation to the energy efficiency equipment.

Exchange

Where you have approval to swap your property with another tenant of this Council, another council, housing association or other registered social landlord.

FIT equipment

Any local carbon generator equipment including (but not limited to) any solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology, which is eligible (as a matter of law) for feed-in-tariff payments, together with:

- any invertors, meters, monitoring equipment, cabling and other associated media and works; and
- any addition or replacement,

that we, or a third party with our permission, may install

Grid

the system for transmission of electricity (both local and high voltage) in England and Wales as operated by persons licensed by Ofgem.

Hardstanding

A driveway or paved area used for parking a vehicle.

Lodger	Someone who lives in your home but does not have exclusive right to any one part of it.
Notice	A formal written statement of intention (eg notice to terminate tenancy).
Nuisance	Includes any behaviour which the Council considers to be harmful annoying or offensive.
Renewable heat equipment	<p>any renewable heat technology equipment or fuel source including (but not limited to) air and ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the natural gas grid, and any other technology which is eligible (as a matter of law) for renewable heat incentives, together with:</p> <ul style="list-style-type: none"> • any invertors, meters, monitoring equipment, cabling and other associated media and works; and • any addition or replacement, <p>that we, or a third party with our permission, may install.</p>
Sublet	Where someone pays you rent to have exclusive right to part of your home.
Tenancy	An introductory or a secure tenancy.
Tenant(s)	An introductory tenant(s) or a secure tenant(s).
We, us, our	Chesterfield Borough Council.
You	The tenant of the property or joint tenants of the property.
Your home	<p>The property or dwelling let to you including any garage, outbuilding, fence or wall let with the dwelling but not a garage or garage site which is let to you separately. The boundaries of the house are defined by the physical boundaries at the date of the letting to you.</p> <p>Your Home excludes any energy efficiency equipment that may be fitted to, in or on the property and also excludes the air space above and around the dwelling house up to a height and depth of ten meters from the surface of the dwelling house excluding:</p> <ul style="list-style-type: none"> • any part of the roof of the dwelling-house; and • any structural part of the dwelling-house.

Types of Tenancy

Introductory Tenancy

If you are starting your tenancy as an introductory tenant, it is very important that you understand the advice given below.

As an introductory tenant you have fewer legal rights than a secure tenant.

Your introductory tenancy is for a period of twelve months. You must show the Council that you are responsible enough to keep your home by:

- not behaving anti-socially or causing a nuisance or harassing other people;
- paying your rent on time; and
- looking after your home.

Extending your Introductory Tenancy

If you do not keep to the rules of your tenancy agreement we may extend your introductory tenancy. We can extend your trial period by six months, making the total period for your introductory tenancy eighteen months.

If you break any of the rules in this agreement we can take action to evict you. As an introductory tenant you can be evicted much more quickly and more easily than a secure tenant.

Secure Tenancy

When you become a secure tenant you get the full legal rights of a Council tenant. You must still behave responsibly and keep to the rules in this agreement but if we want to take possession of your home you would then have the right to put your case at a Court Hearing. A judge would then decide if the Council has grounds to evict you.

Demoted Tenancies

If there are problems with anti-social behaviour at a property, we may apply to the County Court to have tenancy demoted. This means that a secure tenancy is replaced with a less secure tenancy, removing a number of tenancy rights including the right to buy and the right to succession. The demoted tenancy lasts for a year and during this time it is much easier for us to take possession of the property if behaviour does not change.

Legal Rights of Tenants in Brief

Legal Right	Secure Tenants	Introductory Tenants
Right to succession of partner/family member	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to assign	Yes	Yes
Right to buy	Yes	No *
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve	Yes	No
Right to exchange	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to be consulted on decision to delegate housing management	Yes	Yes
Right to participate in housing service monitoring	Yes	Yes

* but the introductory tenancy period counts toward the discount

Notices

If the Council serves a notice

If the Council has to serve a notice on you, we may deliver it to you, leave it at your address (which includes, but is not limited to, posting it through the letterbox at your address) or send it to you by post to your address.

The "address" of the tenant on whom a notice is to be given or served shall be his/her last known address.

If the Council has to serve a notice on joint tenants, the notice may be served on just one of them but will be classed as properly served on all joint tenants.

If you wish to give notice

If the tenant wishes to give notice to the Council, it may be sent by post or delivered to The Head of Housing, Town Hall, Chesterfield S40 1LP.

Rent and Other Charges

Your Obligations

Paying your rent

You must pay the rent and other charges when due. The rent (together with an instalment of water charges) is due weekly on the first Monday the tenancy commences and on every Monday after. Details of the payment and collection of rent are contained in the tenant's handbook.

Joint tenants

If you are joint tenants you are each responsible for all the rent and for any rent arrears. The Council can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.

The Council's Rights and Obligations

Variation of charges

The Council may vary the rent or other charges by giving the tenant **four weeks notice in writing**.

Occupancy

Your Rights

Quiet enjoyment

You have the right to 'quiet enjoyment' of your home. This has nothing to do with noise but means that you can live in your home without the Council interfering so long as the tenancy conditions are not broken.

Your Obligations

Start of tenancy

You must occupy your property within twenty eight days of the tenancy start date or your property may be treated as abandoned.

Living in the property

You must occupy the property as your only or main home.

Going away

You must tell us if you will be away from your home for more than twenty-eight days. We will then know that you have not abandoned your home. If you are absent from your home for more than a month without telling us we may take action to end your tenancy.

The Council's Rights and Obligations

Your right to possession

We will not interfere with your right to live in the property, as long as you keep to the conditions of the tenancy agreement.

Right to seek to recover possession

If the tenancy is an introductory tenancy, we will only seek to recover possession of your property after first giving you notice of our intention to apply to the Court for an order for possession.

If the tenancy is a secure tenancy, we will seek to recover possession on any of the grounds set out in Schedule 2 of the Housing Act 1985 after first giving you notice of our intention to apply to the Court for an order for possession.

Details of the grounds are included in the tenant's handbook. Breach of any of the tenancy conditions is one of the grounds for possession.

Care of Property and General Conduct

Your Obligations

Your home

You must keep your home in a clean and tidy condition.

Communal areas

You must cooperate with the Council and your neighbours to keep any communal areas clean, tidy and clear of obstruction.

You must not store or leave items in communal areas and nothing which could be set on fire should be kept in communal areas at any time.

Obstructions

You (or anyone living with you, or visiting your home) must not put any item or items in a place (either inside or outside the property) that would mean access to and from the property (or to and from any neighbouring property or amenity land) is obstructed, or is a hazard (for instance, if someone could trip over the item). If any item is left that may cause an obstruction or is a hazard, the Council can remove any item with no warning and can recharge the person responsible with the costs of its removal and disposal.

Damaging Council property

You (or anyone living with you, or visiting your home) must not damage, deface or put graffiti on Council property. You will have to pay for any repair or replacement arising from any damage to your home or any Council property caused by you, your family, visitors or lodgers. The costs may be charged in addition to your rent.

Byelaws

You must not break any of the Council's byelaws relating to housing amenity areas. You can ask to see the byelaws at the Town Hall.

Running a business

You must not run (or allow anyone else to run) any trade or business from your home without written consent from the Head of Housing.

You must not use (or permit anyone else to use) the property or any part of it for non-residential purposes.

Smoking

Smoking is not permitted in any enclosed communal areas.

Your Obligations

Accepting responsibility

You have accepted the condition of the garden in its present state and are responsible for ensuring it is kept to a standard acceptable to the Council. You must not allow any part of the garden to grow to such an extent that it interferes with the passage of light or air to any energy efficiency equipment.

Garden standard

You must make sure that your garden is tidy and cultivated to a reasonable standard. Lawns must be cut and hedges trimmed. If the garden is overgrown and there is no good reason why you are unable to clear it, the Council may clear it and charge you for the work and take legal action against you for breaking your tenancy agreement.

Trees

You (or anyone living with you, or visiting your home) must not cut down or remove any established tree on the property without our written consent.

You are responsible for the maintenance of any trees you plant in your garden.

Rubbish

You must keep your garden free from rubbish. If you do not, we may clear it and charge you for the work and take legal action against you for breaking your tenancy agreement.

Encroachment

You must not encroach on any property, which has not been let to you, and not permit any encroachment of the boundaries of your home by anyone else. You must report any such encroachment to us straight away.

Boundaries

You must not erect walls or fences or alter, move or interfere with existing boundary features without our written consent. If you break this condition, you may have to return the boundary to its original state or we may do the work and charge you for it.

Tenant Alterations

Your Rights

Right to compensation

You may be able to claim compensation for certain improvements you make to the property once your tenancy ends. See the tenant's handbook for more details.

Your Obligations

Right to make improvements

You must get our written consent before you carry out any alterations or improvements to your property. Although you are not required to seek permission to install any meters, for example, water, gas or electricity, you must inform the Council that you have done so within twenty-eight days of installation.

Most fixtures installed by you will become the property of the Council, which you must not remove on termination of the tenancy. If there is an item that you wish to take with you, then you must get our written permission. If you remove fixtures you will be charged with the cost of reinstatement.

Flooring

You must get written consent from us before fitting any type of hard flooring in flats (for example laminate, hardwood, vinyl or studio flooring).

Putting up structures

You (or anyone living with you, or visiting your home) must not put up structures such as sheds, greenhouses, garages or pigeon lofts anywhere on your property without our consent in writing. You will be responsible for any maintenance and at the end of your tenancy you may have to remove any structures you have put up.

Notice boards & signs

You must not display any advertisement, sign or notice board on the property without our written consent.

CCTV

You must not erect closed circuit television or video camera equipment or similar items at the property unless you have our written consent.

Aerials & satellite dishes

You must not put up a radio or television aerial, satellite dish or similar item at the property without our written consent and we shall have the right to withhold consent where such equipment will cast a shadow over any energy efficiency equipment or reduce its output. We shall have the right to withdraw a consent issued under this clause if it is subsequently found such equipment does detrimentally affect the efficiency of the energy efficiency equipment.

Repairs

Your Rights

Right to repair You have the right to have certain repairs carried out within a specified time. See the tenant's handbook for more details.

Your Obligations

Reporting repairs You must notify us promptly of any repairs to the property which are the Council's responsibility or if any part of the energy efficiency equipment needs to be repaired by us. You may have to pay for repairs if you don't tell us quickly and things get more damaged.

Your responsibilities You must maintain in good repair:

- The internal decoration of the property.
- Items of minor household repairs which are specified as being the responsibility of the tenant. These items may be changed from time to time and are listed in the tenant's handbook.

Responsible areas You must take responsible care of your property internally, externally and the communal areas.

Prevention of damage You must take all reasonable steps to prevent damage to the property by fire, frost, the bursting of water pipes or the blocking of drains.

Repairs you must pay for You must pay the whole cost of any works or repair or replacement arising from any damage to the property or energy efficiency equipment (other than fair wear and tear) caused or permitted by you, anyone living with you or visiting your home. You will be charged if damage is caused deliberately or by your own neglect.

Charges will apply if you have left the tenancy even if these have been identified after you have left the tenancy.

Cost of repairs You will be charged at the same rate that Housing Services has been charged for those repairs.

The Council's Rights and Obligations

Repairs

We will keep in repair the structure and exterior of the property (including communal areas in the case of flats). We are responsible for any repairs that are needed to any energy efficiency equipment, although an authorised third party may carry out the repairs on our behalf. We (or a third party authorised by us) will carry out these repairs on our behalf even if damage is caused by you, anyone living in your home or any visitor, although you will be responsible for the costs incurred.

We will keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for space heating or heating water.

Right to fix wires

We have the right to erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in over or upon the property for the purpose of supplying radio and television diffusion service to any other property.

We have the right to install and maintain or improve in the property and in the common parts cables, wires, fixtures or other equipment for the purpose of the provision by the Council of emergency alarm or security systems.

Improvements

We have the right to improve or modernise the property.

Energy efficiency equipment

We retain the following rights over your home for the benefit of us or any third party authorised by us:

- The right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any energy efficiency equipment in and on your home (including the right to attach the energy efficiency equipment to your home and remove any part or the whole of the energy efficiency equipment from your home).
- The right to change the position or location of any part of the energy efficiency equipment in or on your home.

- The right to use all means of reasonable access to and through your home and any building of which your home is part of, for access to and from the energy efficiency equipment so that we or any third party authorised by us can exercise the rights set out in this tenancy condition.
- The right to connect into, use and alter the existing electrical cabling, installations and other service media within your home in connection with the use of the energy efficiency equipment for the generation of electricity via the energy efficiency equipment, including exporting electricity to the grid, and the passage or transmission of utilities to and from the energy efficiency equipment and your home.
- The right to support and protection for the energy efficiency equipment from your home and any building of which your home is part of

Your Obligations

Allowing access

You must allow employees, agents and contractors of the Council and any other service provider (gas, electricity, water and telephone) access to your home and all its parts or any adjoining property, for inspections, repairs and improvements to be carried out as described in the tenant's handbook including where we (or someone authorised by us) are exercising any of the rights reserved under the section of this tenancy entitled "Repairs - the Council's rights and obligations" (Pages 14/15).

Obstructing access

You must not obstruct access to your home, either directly (refusing permission to enter or by cancelling appointments) or indirectly (by the build up of furniture, personal effects, stored items or unhygienic conditions).

Gas safety checks

We must carry out a gas safety check every year to ensure that appliances are working correctly and guard against the dangers of carbon monoxide.

You must allow us access to carry out the annual gas safety check of appliances, flues and pipe work installed and maintained by us.

We will give you advance notice of when we need to get into your property. Where you do not allow us in we will take legal action to enforce access or force entry and charge you for any costs involved in doing so.

Failure to allow us access can lead to a prison sentence.

Smoking

Smoking refers to smoking tobacco, anything which contains tobacco or smoking any other substance. In order to ensure the health and safety of our staff and our agents, you must make sure that your home is smoke-free when staff from Chesterfield Borough Council or our agents attend your home by appointment.

The Council's Rights and Obligations

Notice of need for access

We will give you at least twenty-four hours notice of the need for access, unless you agree to a shorter period, except in an emergency where access may be taken without notice.

Your Obligations

Household and visitors

You are responsible for the behaviour of every person (including children) living in or visiting your home.

Nuisance behaviour

You (or anyone living with you, or visiting your home), must ensure no nuisance or annoyance is caused to any person living in, visiting or engaging in a lawful activity in the locality of your home. Examples of nuisance, annoyance or disturbance include:

- Loud music
- Arguing and door slamming
- Dog(s) barking and fouling
- Offensive drunkenness
- Selling of drugs or drug abuse
- Dumping of rubbish
- Undertaking major car repairs
- Playing ball games close to someone else's home
- Discarding litter
- Using air-rifles or pellet guns

These are examples only and not a complete list.

It will be a breach of this obligation where behaviour is unreasonable and is causing nuisance or annoyance. It is unlikely to be a breach of your agreement if your activities are reasonable and that you take reasonable steps to stop any activities that are a nuisance or annoyance to someone else.

Harassment

You (or anyone living with you, or visiting your home) must not harass any other person. Examples of harassment include:

- Racist behaviour or language
- Insulting or intimidating behaviour or language that results from a person's perceived difference (for instance, disability, sexuality, age, religion (hate harassment)).
- Using or threatening to use violence
- Using abusive or insulting words or behaviour
- Damaging or threatening to damage another person's home or possessions
- Writing threatening, abusive or insulting letters or graffiti
- Doing anything that interferes with the peace, comfort or convenience of other people

These are examples only and not a complete list

Your Obligations continued

Violence

You (or anyone living with you or visiting your home) must not inflict violence or threaten violence, harass or use mental, emotional abuse against any other person living with you or living elsewhere.

Abuse towards household members

You (or anyone living with you, or visiting your home) must not harass or use mental, emotional or sexual abuse to make anyone who lives with you leave the home.

Abuse towards Council employees

You (or anyone living with you, or visiting your home), must not use or threaten to use violence or use abusive or insulting words (including sexual comments) or behaviour towards any employee, agent or contractor of the Council at any place or at any time.

Illegal and immoral purposes

You (or anyone living with you, or visiting your home) must not use your home or any communal area for any illegal or immoral purposes.

Malicious complaints

You (or anyone living with you, or visiting your home) must not make false or malicious complaints to the Council about the behaviour of any other person living in or visiting within the vicinity of your home, or about any employee, contractor or agent of the Council.

Safety and Security

Your Obligations

Safety equipment

You (or anyone living with you, or visiting your home) must not tamper or interfere with equipment for the supply of services or other security and safety equipment.

Communal doors

You (or anyone living with you, or visiting your home) must not prop open communal doors and strangers should not be let in without identification.

Dangerous substances

You (or anyone living with you, or visiting your home) must not keep paraffin, petrol or any other dangerous material in your home.

Bottled gas

You (or anyone living with you, or visiting your home) must not keep any more bottled gas in your home than is reasonable for normal domestic use.

Communal areas

You (or anyone living with you, or visiting your home) must not keep bottled gas, paraffin, petrol or any other dangerous material in communal areas.

Dangerous items

You (or anyone living with you, or visiting your home) must not make, bring into or store in your home anything which is dangerous to you or others or which may cause or is likely to cause a nuisance to others.

Energy Efficiency Equipment

You must not and you must not allow anyone living with you or visiting your home to cause any damage to any energy efficiency equipment.

You must pay us the cost of any repairs to the energy efficiency equipment that are needed because you have damaged or neglected it or failed to report the repair in accordance with the obligations placed upon you . You must not undertake the repairs yourself.

Any damage or neglect which results in damage to any energy efficiency equipment which reduces the energy generation capabilities of that equipment may mean that you are liable to us for any loss in energy efficiency payments.

Vehicles and Parking

Your Obligations

Parking on your property	<p>You (or anyone living with you, or visiting your home) must not park vehicles on your property when:</p> <ul style="list-style-type: none">▪ Neither an approved hardstanding nor a dropped kerb have been constructed.▪ Written permission to use or construct a hardstanding has been refused or withdrawn by the Head of Housing.
Parking on Council land	<p>You (or anyone living with you, or visiting your home) must not drive, park or leave for any regular or prolonged period any vehicle, caravan, trailer or boat on any verge or land maintained by the Council.</p> <p>Designated parking areas can be used for short-term parking only.</p>
Obstructing access	<p>The parking of vehicles by or anyone living with you, or visiting your home must not obstruct access to another property (including garages), service road or block access for emergency vehicles.</p>
Caravans and other trailed vehicles	<p>You (or anyone living with you, or visiting your home) must not park caravans, motor homes or other trailed vehicles (such as trailers and boats) on the garden, driveway, paved area around your home or on any communal or designated parking areas without the Council's agreement in writing.</p>
Car repairs	<p>You (or anyone living with you, or visiting your home) must not do major car repairs or park an illegal or unroadworthy vehicle on your property, Council maintained land or on the road.</p>
Residents' parking	<p>If your home has a designated residents' parking area, only you and your visitors must park there.</p>
Communal areas	<p>You (or anyone living with you, or visiting your home) must not keep petrol/diesel vehicles (including scooters and motorbikes) inside communal areas of flats at any time.</p> <p>You (or anyone living with you, or visiting your home) must not keep mobility scooters, bicycles or any other type of means of transport in communal areas without written permission from the Council.</p>

Pets and Animals

Your Rights

Keeping animals

You are allowed to keep small domestic pets (such as dogs, cats, caged birds etc) as long as they are well cared for and don't cause a nuisance.

Your Obligations

Unsuitable pets

You must not keep any animal that we consider is unsuitable for your home. Unsuitable animals include (but are not limited to) wild animals, poisonous animals and livestock.

You must not keep any animal that causes a nuisance at your home.

You must not keep an excessive number of animals at your home.

Pigeons and Fowl

You must get our written consent if you want to keep pigeons and/or fowl at your property.

Breeding

If you want to breed animals or birds at the property, you must have our written permission.

Sheltered flats

If your property is a sheltered flat and you have a cat or dog, you will be allowed to keep this pet but will not be allowed to replace it with another.

Animal fouling

You (or anyone living with you, or visiting your home) must not allow any pet to foul in the communal areas of the property or your neighbours' property.

You must clean up and dispose of any mess hygienically from your property or if your pet has fouled in the communal areas or at your neighbours property.

Control of pets

You (or anyone living with you, or visiting your home) must keep any animal from your property under control at all times. This includes keeping dogs on leads.

You must not allow any animal to damage your property, any other property or to cause any nuisance or annoyance to anyone else.

Tenancy Changes and Lodgers

Your Rights

Assignment

You have the right to assign your tenancy to another member of your family living with you, subject to certain conditions (see below).

Subletting

Secure Tenants
Only

You have the right to sublet part of your home. You do not have the right to sublet all of the property.

Exchange

Secure Tenants
Only

You have the right to exchange your home with another property.

Successions

If you die, the tenancy may pass to a joint tenant or a person who has been living with you as husband or wife. The tenancy could also pass to a close relative if they have been living with you for the previous twelve months.

If the tenancy passes to a relative and the house is bigger than they need, we may move them out to a more suitable property.

Lodgers

Secure Tenants
Only

You have the right to take in lodgers.

Your Obligations

Tenancy changes

You must not assign, sublet, part with possession of the whole of the property or exchange your tenancy without the **prior** written consent of the Council.

Lodgers

Introductory
Tenants cannot
take in lodgers

You must not cause overcrowding by allowing a lodger(s) to live at the property.

Damage caused by lodgers

You must take reasonable steps to remove your lodger, sub tenant or visitor if they cause any damage to the property or communal areas deliberately or by neglect. You may have to pay the cost of repairing any damage that they cause.

Other Matters

Your Obligations

False claims

You (or anyone living with you, or visiting your home) must not make or must not aid, abet or encourage any other person to make, a false claim or a false statement in connection with any service which is provided by, or on behalf of the Council in respect of the property.

“Service” includes, but is not limited to, repairs which the Council is obliged to undertake as landlord of the property.

The Council’s Rights and Obligations

Granting permission

If you ask for our permission to be allowed to do something in accordance with your obligations contained in this tenancy agreement, we will not unreasonably refuse, delay or withdraw permission.

You are responsible for getting any other permission required under legislation (such as planning permission or building regulation approval).

Costs for taking action against you

If we take action against you because you or anyone you are responsible for has not kept to the conditions of this agreement, we can charge you for the cost of that action.

Energy Efficiency Equipment and payments

For the avoidance of doubt:

You do not have and will not gain any rights of ownership in respect of any part of any energy efficiency equipment.

Subject to any agreement we have with a third party otherwise, we will be entitled to receive all energy efficiency payments irrespective of whether we or a third party owns the energy efficiency equipment. If asked, you shall reasonably assist us to ensure we have the benefit of any renewable benefit payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the renewable benefit payments, confirming that we are.

You may use any electricity and/or heat generated by any energy efficiency equipment.

In order to produce electricity and/or heat that you can use, the inverter part of the energy efficiency equipment may need to use a small amount of electricity through the electrical cabling and installation within your home. You agree that there will be no charge payable by us or to you in this regard.

The End of Your Tenancy

Your Obligations

Notice period

You must give us a minimum of **four full weeks' notice in writing** to expire on a Monday at midday if you wish to end your tenancy.

Abandoned properties

If you leave your property without giving notice or handing back your keys we will take legal action to change the locks and regain possession of the property. Full rent will be charged to you until the Council has legal possession of the property.

Keys

You must return all of your keys to Housing Services on or before midday on the Monday the tenancy ends. If the keys are not returned at the end of the tenancy, rent will continue to be charged to you until the Monday following their return.

Clearing the property

You must give us vacant possession of the property.

You must clear the property of all belongings including furniture, carpets and any rubbish. Any items left in the property will be cleared and disposed of. You will be charged for the removal, disposal and/or storage of any items left in the property.

Condition of the property

You must leave the property in good repair and in a clean condition.

You must pay for repairs or replacements if damage has been caused deliberately or by your own neglect or that of anyone living with you or visiting you. You will not have to pay for normal wear and tear.

Joint tenants

If you are joint tenants any one of you can end the tenancy by giving us **four weeks' notice in writing** to expire on a Monday at midday. This means the whole tenancy terminates for both joint tenants. The Council will decide if any of the joint tenants can stay in the home.

Consultation and Information

Your Rights

Right to information

You have the right:

- To see our policies on housing, rehousing and exchanges.
- To see certain personal information we hold for the purposes of your tenancy or housing application. We may charge you for copies of these details.

Right to be consulted

You have the right to be consulted on any changes in your conditions of tenancy or any proposals that are likely to affect you.

The Council's Rights and Obligations

Information

We will publish a summary of the rules for deciding priority in allocating housing accommodation including transfers and exchanges.

We will publish information from time to time about introductory and secure tenancies and housing management performance indicators.

Consultation

We will consult with secure tenants or their representatives who are likely to be substantially affected by any proposed changes in, or additions to, the Council's housing management policies (other than rents, water and service charges).

Variation of Tenancy Conditions

The Council may vary these conditions of tenancy by serving a notice of variation (subject to clause - Variation of charges on page 8). This would only be done after tenants had been properly informed of the effects of such variations and they have been given the opportunity to comment upon them.

Declaration

I have read and understood the tenancy agreement and will keep to its conditions.

SIGNED BY **Signature:**
 Tenant 1

Signature:
Tenant 2

SIGNED ON BEHALF OF THE COUNCIL

Estates and Neighbourhoods Officer

Date.....

Tenancy Agreement (Amended New Design)

(CBC standard design)

Accessibility Statement

(Standard accessibility statement)

Contents

Section		Page
Your tenancy details		
Meaning of words		
Types of tenancy		
Summary of legal rights of tenants		
1	Notices	
4	Care of property and general conduct	
5	Gardens and boundaries	
6	Tenant alterations	
7	Repairs	
8	Access	
9	Anti-social behaviour	
10	Security and safety	
11	Vehicles and parking	
12	Pets and animals	
13	Tenancy changes and lodgers	
14	Other matters	
15	The end of your tenancy	
16	Consultation and information	
Declaration		

Tenancy No:

Tenancy Ref:

Your Tenancy Details

This is a legal contract. It describes the rights and responsibilities of Chesterfield Borough Council and of you the Tenant.

On taking possession of the property and having received a copy of this agreement you and the Council are bound by its terms whether it has been signed or not.

This tenancy is a weekly tenancy and commences on Monday:

	day of		Two Thousand and	
--	--------	--	---------------------	--

This agreement is made on the:

	day of		Two Thousand and	
--	--------	--	---------------------	--

This agreement is between:

Chesterfield Borough Council (called "the Council")	and	Tenant Full Name	(called "the Tenant")
		Tenant Full Name	
		Tenant Full Name	

The Council lets and the Tenant takes the property known as

Number	Street/Flat Name	Post Code

The rent and other charges may be varied by the Council following written notice of four weeks. The rent and other charges may be varied (increased or reduced) following written notice of four weeks. The weekly charges for the property at the start of the tenancy are:

Rent	£
Other Charges (Specify)	£
	£
	£
TOTAL	£

You have a secure tenancy with the Council Tick

You have an introductory tenancy with the Council Tick

It will last for one year until:

day of Two Thousand and

After this date, your introductory tenancy will automatically become a secure tenancy unless we have extended the introductory period, gained possession of your home or we have started possession proceedings against you

The obligations and rights mentioned in the agreement apply to an introductory tenancy, a secure tenancy and a fixed term tenancy (unless otherwise stated).

You will be in breach of the tenancy agreement if you or someone acting for you has knowingly made a false statement or given incorrect information to us which led to the granting of your tenancy.

The Meaning of Words

Assignment	Where you pass the tenancy of your home to a member of your family who has been living with you for 12 months.
Animal	Any creature. This includes, but is not exclusive to, mammals, birds, reptiles and insects.
Byelaws	Local laws or rules made by the Council.
Communal areas	Areas shared by two or more tenants, such as stairwells and landings, parking and drying areas, corridors, grassed areas, paths and roads throughout the estate.
Energy efficiency equipment	Any FIT (Feed in Tariff) equipment (see below for definition) and/or renewable heat equipment.
Energy efficiency payment	<p>Any benefits arising as a result of the energy efficiency equipment being connected to the grid and any environmental or renewable benefits (including feed-in-tariffs) relating to the energy efficiency equipment (including any monetary payments).</p> <p>Any payments arising as a result of supplies of electricity and/or exports of electricity to the grid from the energy efficiency equipment.</p> <p>Any revenue generated in relation to the energy efficiency equipment.</p>
Exchange	Where you have approval to swap your property with another tenant of this Council, another council, housing association or other registered social landlord.

FIT equipment	<p>Any local carbon generator equipment including (but not limited to) any solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology, which is eligible (as a matter of law) for feed-in-tariff payments, together with:</p> <ul style="list-style-type: none"> • any invertors, meters, monitoring equipment, cabling and other associated media and works and; • any addition or replacement, <p>that we, or a third party with our permission, may install</p>
Grid	<p>The system for transmission of electricity (both local and high voltage) in England and Wales as operated by persons licensed by the relevant licensor or regulator (e.g., Ofgem)</p>
Hardstanding	<p>A driveway or paved area used for parking a vehicle.</p>
Lodger	<p>Someone who lives in your home but does not have exclusive right to any one part of it.</p>
Notice	<p>A formal written statement of intention (e.g notice to terminate tenancy).</p>
Nuisance	<p>Includes any behaviour which the Council considers to be harmful, annoying or offensive.</p>
Renewable heat equipment	<p>Any renewable heat technology equipment or fuel source including (but not limited to) air and ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the natural gas grid, and any other technology which is eligible (as a matter of law) for renewable heat incentives, together with any invertors, meters, monitoring equipment, cabling and other associated media and works and any addition or replacement, that we, or a third party with our permission, may install.</p>

Supported accommodation	Accommodation with shared internal and external shared spaces such as a common room, communal lounge, kitchen, garden, corridors which has been designated for specific groups such as older and/or disabled people.
Sublet	Where someone pays you rent to have exclusive right to part of your home.
Tenancy	An introductory, secure tenancy or fixed term tenancy.
Tenant(s)	An introductory tenant(s), secure tenant(s) or fixed term tenant(s).
We, us, our	Chesterfield Borough Council.
You	The tenant of the property or joint tenants of the property.
Your home	<p>The property or dwelling let to you including any garage, outbuilding, fence or wall let with the dwelling but not a garage or garage site which is let to you separately. The boundaries of the house are defined by the physical boundaries at the date of the letting to you.</p> <p>Your home excludes any energy efficiency equipment that may be fitted to, in or on the property and also excludes the air space above and around the dwelling house up to a height and depth of ten meters from the surface of the dwelling house excluding:</p> <ul style="list-style-type: none"> • any part of the roof of the dwelling-house and; • any structural part of the dwelling-house.

Types of Tenancy

Introductory tenancy If you are starting your tenancy as an introductory tenant, it is very important that you understand the advice given below.

As an introductory tenant you have fewer legal rights than a secure tenant.

Your introductory tenancy is for a period of twelve months. You must show the Council that you are responsible enough to keep your home by:

- not behaving anti-socially or causing a nuisance or harassing other people
- paying your rent on time
- looking after your home

Extending your introductory tenancy If you do not keep to the rules of your tenancy agreement we may extend your introductory tenancy. We can extend your trial period by six months, making the total period for your introductory tenancy eighteen months.

If you break any of the rules in this agreement we can take action to evict you. As an introductory tenant you can be evicted much more quickly and more easily than a secure tenant.

Secure tenancy When you become a secure tenant you get the full legal rights of a Council tenant. You must still behave responsibly and keep to the rules in this agreement but if we want to take possession of your home you would then have the right to put your case at a court hearing. A judge would then decide if the Council has grounds to evict you.

Demoted
tenancy

If there are problems with anti-social behaviour at a property, we may apply to the court to have tenancy demoted. This means that a secure tenancy is replaced with a less secure tenancy, removing a number of tenancy rights including the right to buy and the right to succession. The demoted tenancy lasts for a year and during this time it is much easier for us to take possession of the property if behaviour does not change.

Summary of Legal Rights of Tenants

Legal Right	Secure Tenants	Introductory Tenants
Right to succession of partner/family member (*1)	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to assign	Yes	Yes
Right to buy	Yes	No (*2)
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve	Yes	No
Right to exchange	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to be consulted on decision to delegate housing management	Yes	Yes
Right to participate in housing service monitoring	Yes	Yes

(*1) A family member will only succeed if the tenancy started before 1 April 2013.

(*2) But the introductory tenancy period counts toward the discount

1. Notices

Your Obligations

1.1 If the Council serves a notice

In addition to any way permitted by law, we may serve any notice on you by leaving it at your home (which includes posting it through the letterbox at your home, leaving it with someone at your home or fixing it to your home) or by sending it to you by post to your home.

If the Council has to serve a notice on joint tenants, the notice may be served on just one of them but will be classed as properly served on all joint tenants.

1.2 If you wish to give notice

If the tenant wishes to give notice to the Council, it may be sent by post or delivered to The Head of Housing, Town Hall, Chesterfield S40 1LP.

1.3 Form of notices

You and we agree that any notice given by you and/or us, however the notice is expressed, is intended to comply with the notice period condition of this tenancy agreement and/or any relevant legislation, rules or regulations and you and we agree that the notice will be deemed to so comply unless you and we agree otherwise.

2. Rent and Other Charges

The Council's Rights and Obligations

2.1 Variation of charges

The Council may vary the rent or other charges by giving the tenant four weeks notice in writing.

Your Obligations

2.2 Paying rent and other charges

You must pay the rent and other charges when due. The rent and other charges (e.g., communal cleaning, Careline, garden assistance) is due weekly on the first Monday the tenancy commences and on every Monday after. Details of the payment and collection of rent are contained in the Tenant Handbook.

2.3 Joint tenants

If you are joint tenants you are each responsible for all the rent and for any rent arrears. The Council can recover all rent arrears owed for your home from any individual joint tenant.

2.4 Other debts or debits

You may be charged for other debts or debits to the Council related to your tenancy (e.g., damage, lock changes, re-glazing). If you do not pay a debt of this type, legal action may be taken against you to recover it and any associated cost.

3. Occupancy

Your Rights

3.1 Quiet enjoyment

You have the right to 'quiet enjoyment' of your home. This has nothing to do with noise but means that you can live in your home without the Council interfering so long as the tenancy conditions are not broken.

Your Obligations

3.2 Start of tenancy

You must occupy your property within twenty eight days of the tenancy start date or your property may be treated as abandoned.

3.3 Living in the property

You must occupy the property as your only or main home.

3.4 Going away

You must tell us if you will be away from your home for more than twenty-eight days. We will then know that you have not abandoned your home. If you are absent from your home for more than a month without telling us we may assume that you have abandoned your home and take action to end your tenancy.

The Council's Rights and Obligations

3.5 Your right to possession

We will not interfere with your right to live in the property, as long as you keep to the conditions of the tenancy agreement.

3.6 Right to seek to recover possession

If the tenancy is an introductory tenancy, we will only seek to recover possession of your property after first giving you notice of our intention to apply to the Court for an order for possession.

If the tenancy is a secure tenancy, we will seek to recover possession on any of the grounds set out in Schedule 2 of the Housing Act 1985 after first giving you notice of our intention to apply to the Court for an order for possession.

Details of the grounds are included in the Tenant Handbook. Breach of any of the tenancy conditions is one of the grounds for possession.

4. Care of Property and General Conduct

Your Obligations

4.1 Your home

You must keep your home in a clean and tidy condition.

4.2 Communal areas

You must cooperate with the Council and your neighbours to keep any communal areas clean, tidy and clear of obstruction.

You or anyone living with or visiting you must not leave any item in an internal communal area at any time.

You or anyone living with or visiting you must not leave any item in an external communal area unless you can prove that you have arranged for its collection and disposal. Where collection of an item has been arranged, it must only be left in an external communal area for the minimum time possible.

You must have the Council's written permission to cultivate any plants in a communal area. The Council may remove any plant from a communal area and recharge the person responsible for its growth with the cost of removal and reinstatement.

4.3 Obstructions

You (or anyone living with you, or visiting your home) must not put any item or items in a place (either inside or outside the property) that would mean access to and from your home (or to and from any neighbouring property or amenity land) is obstructed, or is a hazard (for instance, if someone could trip over the item). If any item is left that may cause an obstruction or is a hazard, the Council can remove any item with no warning and can recharge the person responsible with the costs of its removal and disposal.

4.4 Communal facilities

Where there is a communal lounge, laundry, or other facilities within sheltered or other housing scheme, they can be used by all tenants of that scheme, following any guidance or regulations that are put in place by the Council.

Laundry facilities must not be used by non-tenants for their personal laundry.

4.5 Dealing with rubbish and waste

Persistent failure to store, present or manage your waste as required by the Council may be considered to be a nuisance.

4.6 Damaging Council property

You (or anyone living with you, or visiting your home) must not damage, deface or put graffiti on Council property. You will have to pay for any repair or replacement arising from any damage to your home or any Council property caused by you, your family, visitors or lodgers.

4.7 Running a business and use of your home

You must not run (or allow anyone else to run) any trade or business from your home without written consent from the head of Housing.

You must not use (or permit anyone else to use) the property or any part of it for non-residential purposes.

4.8 Smoking

You (or anyone living with you, or visiting your home) must not smoke in any enclosed communal area. This includes any communal area of sheltered housing.

4.9 Infestation

You are responsible for ensuring that infestation is not caused as a result of your actions or neglect.

5. Gardens and Boundaries

5.1 Accepting responsibility

You have accepted the condition of the garden in its present state and are responsible for ensuring it is kept to a standard acceptable to the Council. You must not allow any part of the garden to grow to such an extent that it interferes with the passage of light or air to any energy efficiency equipment.

5.2 Garden standards

You must make sure that your garden is tidy and cultivated to a reasonable standard. Lawns must be cut regularly to an acceptable height and edges trimmed. Hedges must be trimmed to an acceptable height and width. If the garden is overgrown and there is no good reason why you are unable to clear it, the Council may clear it and charge you for the work and take legal action against you for breaking your tenancy agreement.

5.3 Trees

You (or anyone living with you, or visiting your home) must not cut down or remove any established tree on the property without our written consent.

You are responsible for the maintenance of any tree in your garden unless you can satisfy the Council that it is not reasonable for you to do so.

You must not plant or allow to grow (e.g., self-seeded) any tree which is unsuitable for its location.

5.4 Rubbish and waste

You must keep your garden free from rubbish. If you do not, we may clear it and charge you for the work and take legal action against you for breaking your tenancy agreement.

5.5 Encroachment

You must not encroach on any property, which has not been let to you, and not permit any encroachment of the boundaries of your home by anyone else. You must report any such encroachment to us straight away.

5.6 Boundaries

You must not erect walls or fences or alter, move or interfere with existing boundary features without our written consent. If you break this condition, you may have to return the boundary to its original state or we may do the work and charge you for it.

6. Tenant Alterations

Your Rights

6.1 Right to compensation

You may be able to claim compensation for certain improvements you make to the property once your tenancy ends. See the Tenant Handbook for more details.

Your Obligations

6.2 Right to make improvements

You must get our written consent before you carry out any alterations or improvements to your property.

Although you are not required to seek permission to install any meters, for example, water, gas or electricity, you must inform the Council that you have done so within twenty-eight days of installation.

Most fixtures installed by you will become the property of the Council, which you must not remove on termination of the tenancy. If there is an item that you wish to take with you, then you must get our written permission. If you remove fixtures you will be charged with the cost of reinstatement.

6.3 Flooring

You must get written consent from us before fitting any type of hard flooring in flats (for example laminate, hardwood, vinyl or studio flooring).

6.4 Putting up structures

You (or anyone living with you, or visiting your home) must not put up structures such as sheds, greenhouses, garages or pigeon lofts anywhere on your property without our consent in writing. You will be responsible for any maintenance and at the end of your tenancy you may have to remove any structures you have put up.

6.5 Notice boards and signs

You must not display any advertisement, sign or notice board on the property

without our written consent.

6.6 Surveillance equipment (e.g., CCTV)

You must not erect closed circuit television (CCTV), video camera equipment or other surveillance equipment at the property unless you have our written consent.

6.7 Aerials and satellite dishes

You must not put up a radio or television aerial, satellite dish or similar item at the property without our written consent and we shall have the right to withhold consent where such equipment will cast a shadow over any energy efficiency equipment or reduce its output. We shall have the right to withdraw a consent issued under this clause if it is subsequently found such equipment does detrimentally affect the efficiency of the energy efficiency equipment.

7. Repairs

Your Rights

7.1 Right to repair

You have the right to have certain repairs carried out within a specified time. See the Tenant Handbook for more details.

Your Obligations

7.2 Reporting repairs

You must notify us promptly of any repairs to the property which are the Council's responsibility or if any part of the energy efficiency equipment needs to be repaired by us. You may have to pay for repairs if you don't tell us quickly and things get more damaged.

7.3 Your responsibilities

You must maintain in good repair:

- The internal decoration of the property.
- Items of minor household repairs which are specified as being the responsibility of the tenant. These items may be changed from time to time and are listed in the Tenant Handbook.

7.4 Responsible areas

You must take responsible care of your property internally, externally and the communal areas.

7.5 Prevention of damage

You must take all reasonable steps to prevent damage to the property by fire, frost, the bursting of water pipes or the blocking of drains.

7.6 Repairs you must pay for

You must pay the whole cost of any works or repair or replacement arising from any damage to the property or energy efficiency equipment (other than fair wear and tear) caused or permitted by you, anyone living with you or visiting your home. You will be charged if damage is caused deliberately or by your own neglect.

Charges will apply if you have left the tenancy even if these have been identified after you have left the tenancy.

7.7 Cost of repairs

You will be charged at the same rate that the Council has been charged for those repairs

The Council's Rights and Obligations

7.8 Repairs

We will keep in repair the structure and exterior of the property (including communal areas in the case of flats). We are responsible for any repairs that are needed to any energy efficiency equipment, although an authorised third party may carry out the repairs on our behalf. We (or a third party authorised by us) will carry out these repairs on our behalf even if damage is caused by you, anyone living in your home or any visitor. You will be responsible for the costs incurred.

We will keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for space heating or heating water.

7.9 Improvements

We have the right to improve or modernise the property.

7.10 Right to fix wires

We, or a third party authorised by us, have the right to erect, fit, attach, fix and maintain any wires, cables, poles, brackets, fixtures and fittings in over or upon the property for the purpose of services for the supply of radio, television, broadband or any similar technology to any other property.

We have the right to install and maintain or improve in the property and in the common parts cables, wires, fixtures or other equipment for the purpose of the provision by the Council of emergency alarm or security systems.

7.11 Energy efficiency equipment

We retain the following rights over your home for the benefit of us or any third party authorised by us:

- The right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any energy efficiency equipment in and on your home (including the right to attach the energy efficiency equipment to your home and remove any part or the whole of the energy efficiency equipment from your home).
- The right to change the position or location of any part of the energy efficiency equipment in or on your home.
- The right to use all means of reasonable access to and through your home and any building of which your home is part of, for access to and from the energy efficiency equipment so that we or any third party authorised by us can exercise the rights set out in this tenancy condition.
- The right to connect into, use and alter the existing electrical cabling, installations and other service media within your home in connection with the use of the energy efficiency equipment for the generation of electricity via the energy efficiency equipment, including exporting electricity to the grid, and the passage or transmission of utilities to and from the energy efficiency equipment and your home.
- The right to support and protection for the energy efficiency equipment from your home and any building of which your home is a part.

8. Access

Your Obligations

8.1 Allowing access

You must allow employees, agents and contractors of the Council and any

other service provider (gas, electricity, water and telephone) access to your home and all its parts or any adjoining property, for inspections, repairs and improvements and servicing to be carried out.

8.2 Obstructing access

You must not obstruct access to your home, either directly (e.g., by refusing permission to enter or by cancelling appointments) or indirectly (e.g., by the build-up of furniture, personal effects, stored items, items left outside your home, or unhygienic conditions or inappropriate behaviour).

8.3 Gas safety checks

We must carry out a gas safety check every year to ensure that appliances are working correctly and guard against the dangers of carbon monoxide.

You must allow us access to carry out the annual gas safety check of appliances, flues and pipe work installed and maintained by us.

We will give you advance notice of when we need to get into your property. Where you do not allow us in we will take legal action to enforce access or force entry and charge you for any costs involved in doing so.

Failure to allow us access can lead to a prison sentence.

8.4 Smoking

Smoking refers to smoking tobacco, anything which contains tobacco or smoking any other substance. In order to ensure the health and safety of our staff and our agents, you must make sure that your home is smoke-free when staff from Chesterfield Borough Council or our agents attend your home by appointment.

The Council's Rights and Obligations

8.5 Notice of need for access

We will give you at least twenty-four hours notice of the need for access, unless you agree to a shorter period, except in an emergency where access may be taken without notice.

9. Anti-social Behaviour

Your Obligations

9.1 Household and visitors

You are responsible for the behaviour of every person (including children) living in or visiting your home.

9.2 Nuisance behaviour

You (or anyone living with you, or visiting your home), must ensure no nuisance or annoyance is caused to any person living in, visiting or engaging in a lawful activity in the locality of your home. Examples of nuisance, annoyance or disturbance include:

- Loud music
- Arguing and fighting
- Slamming doors and cupboards
- Dog(s) barking, fouling and not kept under control.
- Offensive or disruptive drunkenness
- Selling of drugs or drug abuse
- Dumping items in a garden, communal area of flats or any other Council owned or maintained land
- Using motorised or un-motorised vehicles on land that is not designated for such use
- Undertaking major car repairs
- Playing ball games close to someone else's home
- Discarding litter
- Using air-rifles or pellet guns
- Disruptive or intimidating loitering
- Noisy DIY at unsocial hours
- Throwing items from windows or balconies
- Spraying or writing graffiti

These are examples only and not a complete list.

9.2 Nuisance behaviour (continued)

It will be a breach of this obligation where behaviour is unreasonable and is causing nuisance or annoyance. It is unlikely to be a breach of your agreement if your activities are reasonable and you take reasonable steps to stop any activity that are a nuisance or annoyance to someone else.

9.3 Harassment, abuse and violence

You (or anyone living with you, or visiting your home) must not harass, abuse or be violent towards any other person. Examples of harassment, abuse or violence include:

- Racist behaviour or language
- Insulting or intimidating behaviour or language that results from a person's perceived difference (for instance, disability, sexuality, age, religion (hate harassment)).
- Using or threatening to use violence (including domestic violence)
- Using abusive or insulting words or behaviour
- Damaging or threatening to damage another person's home or possessions
- Writing threatening, abusive or insulting letters (including electronic mail, texts or posts) or graffiti
- Doing anything that interferes with the peace, comfort or convenience of another person or other people

These are examples only and not a complete list

9.4 Domestic violence and domestic abuse

You must not cause any domestic violence or abuse. Domestic violence or abuse is any pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to:

- psychological
- physical
- sexual
- financial
- emotional

9.5 Illegal or immoral purposes

You (or anyone living with you, or visiting your home) must not use your

home or any communal area for any illegal or immoral purposes.

9.6 Abuse towards Council employees

You (or anyone living with you, or visiting your home), must not use or threaten to use violence or use abusive or insulting words (including sexual comments) or behaviour or cause nuisance or annoyance to any employee, agent or contractor of the Council at any place or at any time.

9.7 False, malicious, nuisance and vexatious complaints

You (or anyone living with you, or visiting your home) must not make false, malicious, nuisance or vexatious complaints or allegations about the behaviour of any other person living in or visiting within the vicinity of your home, or about any employee, contractor or agent of the Council, or about any service provided by the Council.

10. Safety and Security

Your Obligations

10.1 Health and safety

You (or anyone living with you, or visiting your home) must not behave in a manner, or carry out an act, or fail to act in a way that affects the health and safety of people living, visiting or working in your home or the locality of your home.

10.2 Safety equipment

You (or anyone living with you, or visiting your home) must not tamper or interfere with equipment for the supply of services or other security and safety equipment. This includes fire and smoke alarms, fire doors and equipment for the proper functioning of fire doors.

10.3 Communal doors

You (or anyone living with you, or visiting your home) must not prevent the full closure and locking of any fire door or communal door and you must not let strangers in without identification.

10.4 Dangerous items and substances

You (or anyone living with you, or visiting your home) must not make, bring into or store in your home or communal area anything which is dangerous to you or others or which is a contaminant or may cause or is likely to cause a nuisance to others. This includes paraffin, petrol and diesel.

You (or anyone living with you, or visiting your home) must safely store and dispose of any dangerous item such as needles and clinical waste without causing a risk to yourself or others.

10.5 Fire

You must do all you reasonably can to prevent fire and the spread of fire.

10.6 Bottled gas

You (or anyone living with you, or visiting your home) must not keep any more bottled gas in your home than is reasonable for normal domestic use.

10.7 Communal areas

You (or anyone living with you, or visiting your home) must not keep bottled gas, paraffin, petrol or any other dangerous or contaminant material in a communal area.

10.8 Cooking and heating

You must only use recognised and approved fuel using a suitable appliance for heating or preparing food.

10.8 Energy efficiency equipment

You must not and you must not allow anyone living with you or visiting your home to cause any damage to any energy efficiency equipment.

You must pay us the cost of any repairs to the energy efficiency equipment that are needed because you have damaged or neglected it or failed to report the repair in accordance with the obligations placed upon you . You must not undertake the repairs yourself.

Any damage or neglect which results in damage to any energy efficiency equipment which reduces the energy generation capabilities of that equipment may mean that you are liable to us for any loss in energy efficiency payments.

11. Vehicles and Parking

Your Obligations

11.1 Driving and parking on Council land

Except for land designated for driving or parking a vehicle, you (or anyone living with you or visiting your home) must not drive or leave any vehicle or trailed vehicle (such as a caravan, trailer or boat) on any verge or openly accessible land owned or maintained by the Council. You (or anyone living with you or visiting your home) must not park a vehicle in a designated parking area if the vehicle is not driven for an unreasonable or extended period.

11.2 Parking on your property

'You (or anyone living with you or visiting your home) must only leave a vehicle at your home on a hard standing with (where required) a suitable dropped kerb and crossover that have been approved by the Council.'

11.3 Trailed vehicles and motor homes

Unless you have the Council's written agreement, you (or anyone living with you or visiting your home) must not leave:

- A caravan, or other trailed vehicle (such as a trailer or boat) on a road, garden, driveway, paved area around your home, hard standing or any land owned or maintained by the Council.
- A motor home on a garden, driveway, paved area around your home, hard standing or any land owned or maintained by the Council.

11.4 Untaxed or unroadworthy vehicles

Unless you have the Council's written agreement, you (or anyone living with or visiting your home) must not leave any untaxed or unroadworthy vehicle on land owned or maintained land by the Council unless it is parked on an approved hard standing within the boundaries of a property or a garage and has complied with all current rules and regulations concerning notification to the Driver and Vehicle Licencing Agency or other appropriate organisation.

11.5 Obstructing access

A vehicle parked by you or anyone living with you, or visiting your home must not obstruct access to another property (including a garage) or service road

or block access for an emergency vehicle.

11.6 Car repairs

You (or anyone living with you, or visiting your home) must not carry out repairs, other than minor routine servicing, to a vehicle on your property, Council owned or maintained land or on a road.

11.7 Residents' parking

If your home has a designated residents' parking area, only you and your visitors must park there.

11.8 Communal areas and interiors

You (or anyone living with you, or visiting your home) must not:

- Bring into or keep any petrol or diesel vehicle in any accommodation, storage area or communal area of flats at any time.
- Bring into or keep a bicycle or any other type of non-motorised vehicle in an internal communal area of flats at any time.
- Bring into or keep a mobility scooter inside accommodation, a storage area or an internal communal area of flats without first obtaining written permission from the Council.

11.9 Storage of mobility scooters

A mobility scooter must be kept in a suitable store or suitable location following written permission from the Council.

11.10 Sleeping in a caravan outside your home

You (or anyone living with or visiting you) must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

12. Animals and Pets

Your Rights

12.1 Keeping animals

Subject to clauses below, you may keep small domestic animals (such as dogs, cats, hamsters, fish and caged birds) in your home.

12.2 Removal of animals

When told to do so by the Council, you must remove any animal from your home and not allow any animal to return. We will tell you of this in writing, giving reasons and the date by which you must comply.

Your Obligations

12.3 Care of animals

You must ensure that any animal in your home is properly cared for, including feeding, cleaning, appropriately housed and in good health.

12.4 Law, rules and regulations

You must ensure and that you comply with any relevant legislation, rules or regulations concerning the animal, for example ensuring that any dog is microchipped.

12.5 Control

You must ensure that any animal in or visiting your home is kept under proper control at all times, including keeping dogs on leads in public areas and where appropriate, keeping animals in appropriate enclosures from which they cannot escape that are adequate for the animal's needs and size.

12.6 Nuisance

You must ensure that any animal in or visiting your home does not cause injury, damage or a nuisance or annoyance. Nuisance includes:

- Fouling in internal communal areas and other areas such as parks and playing fields
- Fouling on other people's property, including gardens
- Failing to clear up and dispose of any mess left by any animal immediately and hygienically
- Noise, including barking, howling and squealing
- Aggression
- Smells

This is not an exhaustive list

12.7 Unsuitable animals

You must not keep or otherwise allow into your home any livestock, wild, or dangerous animals or any type or number of animals that we consider unsuitable for your home.

12.8 Prior agreement

You must have our prior written agreement:

- To keep or otherwise allow any animal or animals into your home where you have been told to remove any animal from your home under clause 12.2.
- If you wish to keep pigeons and/or fowl at your home
- If you wish to breed any animal at your home
- If you wish to feed, provide harbourage or otherwise encourage any animal near your home*

* We are unlikely to provide agreement where the animal is verminous, a pest, a danger or likely to cause a nuisance.

12.9 Supported housing

You may keep a small caged bird, or fish in an aquarium.

Unless you have the Council's written agreement, you may not keep other pets such as cats and dogs. In this case you must keep the animal in accordance with the obligations set out in section 12 of this agreement, but permission will not normally be given to replace an animal.

You, or a member of your household, may keep a registered assistance dog with prior written agreement from the Council.

13. Tenancy Changes and Lodgers

Your Rights

13.1 Assignment

You have the right to assign your tenancy to another member of your family living with you, subject to certain conditions (see below).

13.2 Subletting (secure tenants only)

You have the right to sublet part of your home. You do not have the right to sublet all of the property.

13.3 Exchange (secure tenants only)

You have the right to exchange your home with another property.

13.4 Successions

If you die, the tenancy may pass to a joint tenant or a person who has been living with you as husband or wife. The tenancy could also pass to a close relative if they have been living with you for the previous 12 months and the tenancy began before 1 April 2013.

If the tenancy passes to a relative and the house is bigger than they need, we may move them out to a more suitable property.

13.5 Lodgers (secure tenants only)

You have the right to take in lodgers.

Your Obligations

13.6 Tenancy changes

You must not assign, sublet, part with possession of the whole of the property or exchange your tenancy without the **prior** written consent of the Council.

13.7 Lodgers (introductory tenants cannot take in lodgers)

You must not cause overcrowding by allowing a lodger(s) to live at the property.

13.8 Damage caused by lodgers

You must take reasonable steps to remove your lodger, sub tenant or visitor if they cause any damage to the property or communal areas deliberately or by neglect. You may have to pay the cost of repairing any damage that they cause.

14. Other Matters

Your Obligations

14.1 False claims

You (or anyone living with you, or visiting your home) must not make or must not aid, abet or encourage any other person to make, a false claim or a false statement in connection with any service which is provided by, or on behalf of the Council in respect of the property.

“Service” includes, but is not limited to, repairs which the Council is obliged to undertake as landlord of the property.

The Council’s Rights and Obligations

14.2 Granting permission

If you ask for our permission to be allowed to do something in accordance with your obligations contained in this tenancy agreement, we will not unreasonably refuse, delay or withdraw permission.

You are responsible for getting any other permission required under legislation (such as planning permission or building regulation approval).

14.3 Costs of taking action against you

If we take action against you because you or anyone you are responsible for has not kept to the conditions of this agreement, we can charge you for the cost of that action.

14.4 Energy efficiency equipment and payments

For the avoidance of doubt:

- You do not have and will not gain any rights of ownership in respect of any part of any energy efficiency equipment.

14.4 Energy efficiency equipment and payments (continued)

- Subject to any agreement we have with a third party otherwise, we will be entitled to receive all energy efficiency payments irrespective of whether we or a third party owns the energy efficiency equipment. If asked, you shall reasonably assist us to ensure we have the benefit of any renewable benefit payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the renewable benefit payments, confirming that we are.
- You may use any electricity and/or heat generated by any energy efficiency equipment.
- In order to produce electricity and/or heat that you can use, the inverter part of the energy efficiency equipment may need to use a small amount of electricity through the electrical cabling and installation within your home. You agree that there will be no charge payable by us or to you in this regard.

15. The End of Your Tenancy

Your Obligations

15.1 Notice period

You must give us a minimum of four full weeks' notice in writing to expire on a Monday if you wish to end your tenancy.

15.2 Abandoned properties

If you leave your property without giving notice or handing back your keys we will take legal action to change the locks and regain possession of the property. Full rent will be charged to you until the Council has legal possession of the property.

15.3 Keys

You must return all of your keys to Housing Services on or before the Monday the tenancy ends. If the keys are not returned at the end of the tenancy, rent will continue to be charged to you until the Monday following their return.

15.4 Clearing the property

'You must give us vacant possession of your home.

You must clear your home of all your belongings at the end of the tenancy including furniture, carpets and any rubbish. You agree that any items left in your home, in any communal areas, garden or on any Council land or public areas after the tenancy has ended have been abandoned by you and may be disposed of by us immediately and without notice and that you will pay us the cost of removal, disposal and/or storage of any such items'

15.5 Condition of the property

You must leave the property in good repair and in a clean condition. This includes leaving your garden in a clean, tidy and cultivated condition consistent with the standard at 5.2

You must pay for repairs or replacements if damage has been caused deliberately or by your own neglect or that of anyone living with you or visiting you. You will not have to pay for normal wear and tear.

15.6 Joint tenants

If you are joint tenants any one of you can end the tenancy by giving us four weeks' notice in writing to expire on a Monday. This means the whole tenancy terminates for both joint tenants. The Council will decide if any of the joint tenants can stay in the home.

16. Consultation and Information

Your Rights

16.1 Right to information

You have the right:

- To see our policies on housing, rehousing and exchanges
- To see certain personal information we hold for the purposes of your tenancy or housing application. We may charge you for copies of these details

16.2 Right to be consulted

You have the right to be consulted on any changes in your conditions of tenancy or any proposals that are likely to affect you.

The Council's Rights and Obligations

16.3 Information

We will publish a summary of the rules for deciding priority in allocating housing accommodation including transfers and exchanges.

We will publish information from time to time about introductory and secure tenancies and housing management performance indicators.

16.4 Consultation

We will consult with secure tenants or their representatives who are likely to be substantially affected by any proposed changes in, or addition to, the Council's housing management policies (other than rents and service charges).

16.5 Variation of Tenancy Conditions

The Council may vary these conditions of tenancy by serving a notice of variation (subject to paragraph 2.1). This would only be done after tenants had been properly informed of the effects of such variations and they have been given the opportunity to comment upon them.

Declaration

I have read and understood the tenancy agreement and will keep to its conditions.

Signed by Tenant(s):

Name of Tenant 1 (Block Capitals)	Signature of Tenant 1	Date
Name of Tenant 2 (Block Capitals)	Signature of Tenant 2	Date
Name of Tenant 3 (Block Capitals)	Signature of Tenant 3	Date

Signed on Behalf of the Council:

Name of Officer (Block Capitals)	Signature of Officer	Date
--	-----------------------------	-------------

SUMMARY OF VARIATIONS TO TENANCY AGREEMENT

New Section	New Section Title	Details of Change	Effect of Change
N/A	Your Tenancy Details	New layout of Your Tenancy Details but no substantial changes to the details except that water rates are no longer collected by Chesterfield Borough Council as part of the rent	To improve layout / presentation From 1 st April 2018 water rates will no longer be paid to Chesterfield Borough Council and the tenant will make these payments direct to Severn Trent Water Authority
N/A	Meaning of Words	New or varied definitions for the following words or phrases have been made: <ul style="list-style-type: none"> • Grid • Supported Housing 	To provide clarity
N/A	Summary of Legal Rights	Clarification that the right to succeed to a tenancy is for secure tenancies that started before 1 April 2013	
1.1	Notices	The clause regarding the Council serving a notice has been varied by explaining that a notice can be served in any way permitted by law, including leaving it at the property or sending it by post A clause has been included on the Form of Notice to ensure that as long as both parties agree, however the notice is expressed, the notice will be deemed to comply	Self-explanatory and to provide clarity
2.1 2.2	Rent and Other Charges	The clause has been varied to remove the reference to water charges and replacing it with other charges	From 1 st April 2018 the Council will no longer collect Water Rates on behalf of Severn Trent. However rent and other charges, e.g. cleaning and garden assistance scheme charges will still be due

New Section	New Section Title	Details of Change	Effect of Change
2.4	Rent and Other Charges	A clause has been included in relation to other debits that may become due in relation to the tenancy and the terms of payment	Self-explanatory and to provide clarity
4.2	Care of Property and General Conduct	The clause in relation to communal areas and keeping them free from obstruction has been varied to explain that tenants and anyone living with or visiting them must not leave any item in an internal communal area at any time, unless they can prove that its collection and disposal has been arranged	Self-explanatory and to provide clarity
4.2	Care of Property and General Conduct	A clause has been included in relation to seeking the Council's written permission to cultivate plants in a communal area.	To reduce problems of proliferation of overgrown communal areas and inability to maintain communal areas on a routine programme
4.5	Care of Property and General Conduct	A clause has been included in relation to dealing with waste	Self-explanatory and to provide clarity
4.8	Care of Property and General Conduct	The clause relating to smoking has been extended to prohibit anyone living with or visiting a tenant from smoking in an enclosed communal area	Self-explanatory and to provide clarity
4.9	Care of Property and General Conduct	A clause has been included to explain that the tenant is responsible for ensuring that an infestation is not caused as a result of their actions or negligence	Self-explanatory and to provide clarity
5.2	Garden and Boundaries	The clause relating to the Garden Standard has been varied to provide reference to the specification of the height and width of hedges in the Tenants Handbook	Self-explanatory and to provide clarity
5.3	Garden and Boundaries	The clause relating to trees has been varied to provide clarity on the responsibility for the maintenance of trees in gardens	To expand the meaning of the clause and to clarify the position concerning trees
6.6	Tenant Alterations	The clause relating to CCTV has been varied to cover surveillance and protective equipment and to clarify that it must not be installed without written permission from the Council	To expand the meaning of the clause
7.2	Repairs	The clause relating to the reporting of repairs has been varied to provide clarity on the reporting of repairs. This should ensure that tenants report repairs directly to the relevant service rather than via	Self-explanatory and to provide clarity

New Section	New Section Title	Details of Change	Effect of Change
		elected members and non-technical staff from other services	
8.2	Access	The clause relating to allowing access for inspections, repairs, improvements and servicing has been extended to ensure that access is not obstructed directly or indirectly	To expand the meaning of the clause and to clarify the position
9.2	Anti-social behaviour	The clause relating to nuisance behaviour has been extended to include other examples of nuisance, annoyance and disturbance	To expand the meaning of the clause and to clarify the position
9.3 9.4	Anti-social behaviour	The clause relating to harassment, abuse and violence has been amalgamated from the three previous separate clauses A clause has been included specifically on domestic violence and abuse	Self-explanatory and to provide clarity
9.7	Anti-social behaviour	A clause has been included relating to false, malicious, nuisance and vexatious complaints	Self-explanatory and to provide clarity
10.1	Safety and Security	A clause has been included in relation to health and safety which states a tenant or anyone living with or visiting must not behave in a manner or carry out an act/ fail to act in a way which affects the health and safety of others	Self-explanatory and to provide clarity
10.2	Safety and Security	The clause relating to safety equipment has been extended to specifically include fire and smoke alarms, fire doors and equipment	To expand the meaning of the clause and to clarify the position
10.3	Safety and Security	The clause relating to communal doors has been extended to include preventing the full closure and locking of any fire door	To expand the meaning of the clause and to clarify the position
10.4	Safety and Security	The clause relating to dangerous substances has been deleted and amalgamated with Dangerous Items	Self-explanatory and to provide clarity
10.4	Safety and Security	The clause relating to Dangerous Items has been extended to include dangerous substances, contaminants and their storage	Self-explanatory and to provide clarity
10.4	Safety and Security	A clause has been included in relation to the storage and disposal of needles and clinical waste which states a tenant, anyone residing with or visiting must dispose of without causing a risk to themselves or others	To expand the meaning of the clause and to clarify the position

New Section	New Section Title	Details of Change	Effect of Change
10.5	Safety and Security	A clause has been included to ensure that tenants to all they reasonably can to prevent fire or the spread of fire	Self-explanatory and to provide clarity
10.8	Safety and Security	A clause has been included about only using recognised and approved fuel and using a suitable appliance for heating or preparing food	Self-explanatory and to provide clarity
11.1	Vehicles and Parking	The clause relating to driving and parking on Council land has been varied to clarify where tenants, anyone living with them or visiting can drive or park a vehicle, including a caravan, trailer or boat	To expand the meaning of the clause and to clarify the position
11.3	Vehicles and Parking	The clause relating to trailed vehicles and motor homes has been amended to provide further clarity where they can be parked with permission	To expand the meaning of the clause and to clarify the position
11.4	Vehicles and Parking	A clause relating to untaxed or unroadworthy vehicles has been included to provide clarity where they can be parked with permission	Self-explanatory and to provide clarity
11.6	Vehicles and Parking	The clause relating to not carrying out car repairs has been amended to include Council maintained land in addition or Council owned land or roads	To expand the meaning of the clause and to clarify the position
11.8	Vehicles and Parking	The clause relating to what cannot be kept or brought into communal areas, storage areas or accommodation with or without permission has been varied to include bicycles, non-motorised vehicles or mobility scooters	To expand the meaning of the clause and to clarify the position
11.9	Vehicles and Parking	A clause has been included to cover the storage of mobility scooters and states that written permission is required to store scooters and that they must be kept in a suitable store or location	Self-explanatory and to provide clarity
11.10	Sleeping in a caravan outside your home	A clause has been added that states the tenant, anyone living with or visiting must not allow anyone to sleep in a caravan or other parked vehicle outside their home	Self-explanatory and to provide clarity
12.2	Pets and Animals	A clause has been added that requires the tenant to remove animals from the home and not allow them to return. If this is clause becomes necessary the tenant will be notified of this in writing, the reasons why and the date by which they must comply. (An example would be where the animal is causing nuisance,	Self-explanatory and to provide clarity

New Section	New Section Title	Details of Change	Effect of Change
		annoyance or is a risk to health and safety (e.g., dog fouling, in a block of flats where the owner cannot be identified)	
12.3	Pets and Animals	A clause has been added that requires the tenant to ensure that any animal kept by the tenant is properly cared for, including feeding, cleaning, housing and in good health	To expand the meaning of the clause and to clarify the position
12.4	Pets and Animals	A clause has been added that requires the tenant to ensure that they comply with any relevant legislation, rules or regulations concerning the animal, for example ensuring that any dog is microchipped	Self-explanatory and to provide clarity
12.5	Pets and Animals	The clause relating to the control of animals has been extended to include public areas and ensuring that they are kept in enclosures from which they cannot escape and which are adequate for the animals needs and size	Self-explanatory and to provide clarity
12.7	Pets and Animals	A clause has been added that requires the tenant to ensure that any animal in or visiting the home does not cause injury damage or a nuisance or annoyance. A list of examples is provided	Self-explanatory and to provide clarity
12.8	Pets and Animals	The clause relating to prior agreement has been varied to amalgamate previous conditions relating to breeding, pigeons and fowl	Self-explanatory and to provide clarity
12.9	Pets and Animals	A clause has been included relating to keeping cats and dogs in supported housing.	Self-explanatory and to provide clarity
13.4	Tenancy Changes and Lodgers	The right of succession is limited to tenancies starting before 1 April 2013	Self-explanatory and to provide clarity
14.2	Other Matters	The clause relating to granting permission has been varied to clarify the arrangements if you are required to obtain permission from the Council	Self-explanatory and to provide clarity
15.4	The End of Your Tenancy	The clause relating to clearing the property has been varied to clarify the arrangements about clearing the property and garden at the end of tenancy and what will happen with any items left behind	To expand the meaning of the clause and to clarify the position
15.5	The End of Your Tenancy	The clause relating to the condition of the property has been varied to clarify that this includes leaving the garden in a clean and tidy condition	To expand the meaning of the clause and to clarify the position

New Section	New Section Title	Details of Change	Effect of Change
15.6	Joint Tenants	The clause relating to joint tenants and the ending of tenancy has been amended to remove the reference to the tenancy expiring at midday on a Monday, it now requires four weeks notice to expire on a Monday only	To expand the meaning of the clause and to clarify the position
16.4	Consultation and Information	The clause relating to consultation has been varied to remove reference to water rates, as from 1 st April 2018 the Council will no longer collect these on behalf of Severn Trent	Self-explanatory and to provide clarity

Repair	EXISTING Chesterfield Borough Council	PROPOSED Chesterfield Borough Council	Change to existing proposed	Notes
Note: all Council Repairs assume fair wear & tear and NOT malicious damage or misuse				
General and miscellaneous				
Repairing damage caused by Tenant, occupant or visitor to property	recharged to Tenant	recharged to Tenant		
Items fitted by a previous Tenant and accepted by Tenant on taking over the tenancy	Tenant	Tenant		
Cleaning or decorating the interior of property to restore it to acceptable state	Tenant	Tenant		
Reinstating wall and ceiling finishes where the Tenant has applied additional finishes	Tenant	Tenant		
Plumbing of washing machines	Tenant	Tenant		
Waste blockages of washing machines	Tenant	Tenant		
Connection of cooker	Tenant	Tenant		
Domestic appliances (unless supplied by the Council and not gifted to the Tenant)	Tenant	Tenant		
Fixtures and fittings	Tenant	Tenant		
Flooding - as a result of natural causes.	Council	Council		
Infestations (of any kind, to include, mice, cockroaches and bed bugs)	Council	Tenant	✓	Assuming that the infestation was not in the property when it was let, then the infestation will be the Council's responsibility or is the result of a repair which is the Council's responsibility, e.g. a broken drain. Chares will be in accordance with Council's standard Fees and Charges.
Adaptations				
Stair lift broken	Council	Council		
Shower seat loose or broken	Council	Council		
Hand or grab rail to bathroom/shower room loose or broken	Council	Council		
Sealed bathroom flooring is damaged	Council	Council		
Hand or grab rail to external door loose or broken	Council	Council		
Aerials, satellite dishes and TV outlets				
Communal TV aerial is not working properly	Council	Council		
Putting up TV or radio aerials, or satellite dishes, on the outside of the property	Tenant	Tenant		
Loose aerials and satellite dishes	Tenant	Tenant		
TV aerials, sockets, and cabling	Tenant	Tenant		
TV outlet is damaged beyond repair	Council	Tenant	✓	
TV outlet is not working properly	Council	Tenant	✓	
Baths, sinks, basins, showers and toilets				
Trying to clear blocked baths, basins, sinks, toilets and drains	Council	Tenant	✓	assuming blockage can be cleared with plunger or suitable cleaning agent, and not taking the trap etc. to pieces, or removing other fittings to access the drain / blockage
Cleaning and removing limescale from baths, sinks, basins, taps and showerheads	Tenant	Tenant		
Keeping waste pipes clear and removing any blockages that happen	Council	Tenant	✓	assuming blockage can be cleared with plunger or suitable cleaning agent, and not taking the trap etc. to pieces, or removing other fittings to access the drain / blockage
Replacing plugs and chains to baths, basins and sinks	Council	Tenant	✓	
Repairing Tenant installed items (for example, shower, extra tiles.)	Tenant	Tenant		
Renewing wall tiles and seals around baths, basins, sinks and showers	Council	Council		
Tap washer replacement	Council	Council		
Basins and sinks				
Trap to sink/basin damaged	Council	recharged to Tenant	✓	Assuming that the trap has been maliciously damaged or misused, but not if the trap has failed due to age or product failure

Waste to sink/basin is leaking	Council	Council		
Waste to skin/basin is blocked	Council	Tenant	✓	assuming blockage can be cleared with plunger or suitable cleaning agent, and not taking the trap etc. to pieces, or removing other fittings to access the drain / blockage
Sealant around sink/basin and wall/water seepage	Council	Council		
Chrome waste fitting to sink/basin damaged	Council	Council		
Basin is loose	Council	Council		
Pedestal to basin is cracked or damaged	Council	Council		
Sink top loose	Council	Council		
Cracked washbasin due to object dropped in it	recharged to Tenant	recharged to Tenant		
Blocked sink wastepipe due to hot fat/misuse	recharged to Tenant	recharged to Tenant		
Baths and showers				
Bath is blocked	Council	recharged to Tenant	✓	Tenant would be expected to try to clear with plunger
Trap to bath is damaged	Council	Council		
Water leaking under bath	Council	Council		
Chrome waste fitting to bath is damaged	Council	Council		
Sealant around bath/water seeping between shower and wall	Council	Council		
Bath is loose	Council	Council		
Bath panel is loose	Council	Council		
Showers				
Electric shower not working properly	Council	Council		
Sealant around shower/water seeping between shower and wall	Council	Council		
Shower head blocked or damaged	Council	Tenant	✓	
Hose is damaged	Council	Tenant	✓	
Mixing valve is not working properly	Council	Council		
Sliding shower holder is damaged	Council	Tenant	✓	
Shower tray and waste damaged	Council	recharged to Tenant	✓	
Shower curtain rail is broken	Council	Tenant	✓	
Shower curtain rail is loose	Council	Tenant	✓	
Shower curtain is damaged or missing	Council	recharged to Tenant	✓	to ensure that shower curtain in place & can be used (avoiding consequential damage)
Shower waste is blocked	Council	Tenant	✓	assuming blockage can be cleared with plunger or suitable cleaning agent, and not taking the trap etc. to pieces, or removing other fittings to access the drain / blockage
Shower cord is broken	Council	Tenant	✓	from joint in cord (above joint - Council responsibility - new switch)
Shower over bath (fitted by Tenant)	Tenant	Tenant		
Toilets				
Taking action to prevent toilet from becoming blocked and try to clear if it does become blocked	Tenant	Tenant		
Replacing flush chains and handles	Tenant	Tenant		
Cleaning and removing limescale from toilet pans	Tenant	Tenant		
Repairs to cistern, overflow and flush system	Council	Council		
WC seat	Council	Tenant	✓	
Toilet pan blocked	Council	recharged to Tenant	✓	pan blocked only, not blockage further into drainage system, and assuming blockage can be cleared with plunger or suitable cleaning agent, and not taking the trap etc. to pieces, or removing other fittings to access the drain / blockage
Blocked toilet due to nappy, toy, etc.	recharged to Tenant	recharged to Tenant		
Toilet leaking or loose	Council	Council		
Communal areas and door entry				
Keeping all shared areas tidy, safe and free of obstructions	Tenant	Tenant		
Replacing lost or stolen keys or fobs to common entrance doors	Council	recharged to tenant	✓	
External door entry buzzer is not working	Council	Council		

Doors and windows				
Replacing broken or cracked glass in any inside or outside door or window	recharged to Tenant	recharged to Tenant		
Re-glazing of window due to Tenant damage	recharged to Tenant	recharged to Tenant		
Re-glazing of glass panel in door due to Tenant damage/wind slam	recharged to Tenant	recharged to Tenant		
Boarding of window	Council	Council		
Condensation between double-glazed units	Council	Council		
Silicone around frame, rubber draught seal or beading is missing or damaged	Council	Council		
PVCu sash will not open or close properly	Council	Council		
Handle or handle wedge missing or broken	Council	Council		
Window lock key is missing	Council	Council		
Trickle vent is damaged	Council	Council		
Hinge is damaged or hinge defender needs lubricating	Council	Council		
Window restrictor is damaged or missing	Council	Council		
Window catches and sash cords	Council	Council		
Doors, locks and door closers				
Perko closer is damaged beyond repair	Council	Council		
Door closer is not working properly	Council	Council		
Heavy duty closer is damaged beyond repair	Council	Council		
Panic bolt is damaged beyond repair	Council	Council		
Panic bolt is not working properly	Council	Council		
Door will not open or close properly	Council	Council		
Fire door is damaged beyond repair	Council	Council		
Padlocks, bolts, limiters and viewers damaged or missing	Council	Council		
Lock or latch is not working properly	Council	Council		
Lock or latch is missing or damaged	Council	Council		
Doors - locks, access and boarding				
Replacing keys or locks when keys are lost, stolen, or Tenant gets locked out	Tenant	Tenant		
Access or lock replacement due to lost keys or deliberate damage to lock	recharged to Tenant	recharged to Tenant		
Repair/replacement of lock to external door due to normal wear and tear	Council	Council		
Door and frame needs securing after forced entry	Council	Council		
PVCU door needs boarding	Council	Council		
Timber door needs boarding	Council	Council		
Doors - external doors				
Providing/replacing door knockers, bells, security chains, letter plates or numbers	Council	see below		see two items below
Providing/replacing security chains, letter plates or numbers	Council	Council		
Providing/replacing door knockers / bells	Council	Tenant	✓	previously fitted by tenant with permission
Timber door will not open or close properly	Council	Council		

Weatherboard is damaged or missing	Council	Council		
Weatherboard is loose	Council	Council		
External frame is loose	Council	Council		
Frame needs repair after forced entry	Council	Council		
Water is seeping between the frame	Council	Council		
Draughts around external door	Council	Council		
Threshold is loose	Council	Council		
Steel door will not open or close properly	Council	Council		
Aluminium door will not open or close properly	Council	Council		
Doors - internal				
Replacing locks, handles and latches on internal doors	Council	Council		
Oiling hinges and locks, and adjusting doors for new carpets	Council	Tenant	✓	
Frame is loose	Council	Council		
Section of frame is damaged	Council	Council		
Door stop is loose	Council	Council		
Door stop is damaged or missing	Council	Council		
Architrave is loose	Council	Council		
Threshold is loose	Council	Council		
Door needs repairing	Council	Council		
Door will not open or close properly	Council	Council		
Internal door is damaged beyond repair	Council	Council		
Drains and gutters				
Keeping wastes, gullies and drains clear to prevent them from becoming blocked	Tenant	Tenant		
Clearing blockages in own washing machine, dishwasher or tumble dryer	Tenant	Tenant		
Concrete surround to manhole is damaged	Council	Council		
Manhole cover or frame is loose	Council	Council		
Manhole cover is damaged or missing (heavy duty)	Council	Council		
Manhole cover is damaged or missing (light duty)	Council	Council		
Manhole is blocked	Council	Council		
Drain needs jet cleaning	Council	Council		
Drain needs rod cleaning	Council	Council		
Gulley surround is damaged	Council	Council		
Gulley is blocked	Council	Council		
Soil pipe is leaking at PVCu joint	Council	Council		
Soil pipe is loose	Council	Council		
Soil pipe is blocked	Council	Council		
Electrics				
Resetting trip switches and, if necessary, turning off the mains supply	Council	Tenant	✓	
Resetting the circuit breakers on the consumer unit	Council	Tenant	✓	
Replacing fluorescent tubes and starters	Council	Tenant	✓	
Lightbulbs, plugs and fuses	Council	Tenant	✓	
Replacement of re-wireable fuses in the main fuse box	Council	Council		
Replacing door bells, or fitting one if we have not fitted one	Council	Tenant	✓	

Smoke alarms and carbon monoxide detectors				
Testing and cleaning your smoke detector	Council	Council		
Replacing batteries in smoke alarm and carbon monoxide detectors	Tenant	Tenant		
Maintenance/repair to battery smoke alarm or carbon monoxide detector	Council	Council		
Maintenance/repair to hard wired smoke alarm or carbon monoxide detector	Council	Council		
Sockets and power				
Single socket is loose, faulty or damaged	Council	Council		
Double socket is loose, faulty or damaged	Council	Council		
MCB consumer box is loose, faulty or damaged	Council	Council		
Fused spur is damaged	Council	Council		
Cooker control unit is not working properly	Council	Council		
Water has leaked onto electrics	Council	Council		
Total loss of electric power	Council	Council		
Telephone points		Tenant	✓	Tenant should contact their phone provider
Communal and external lighting				
Lamp to bulkhead is not working	Council	Council		
Diffuser to bulkhead is damaged or missing	Council	Council		
Bulkhead fitting is damaged beyond repair	Council	Council		
Light fitting is loose	Council	Council		
Total loss of electric lighting	Council	Council		
Fault in lighting circuit	Council	Council		
2D light fitting is not working	Council	Council		
Domestic lighting				
Batten holder is damaged	Council	recharged to tenant	✓	
Lampholder is damaged	Council	recharged to tenant	✓	
Ceiling pull switch is damaged	Council	recharged to tenant	✓	
Cord to ceiling pull switch is damaged	Council	Tenant	✓	from joint in cord (above joint - Council responsibility - new switch)
Any light fitting is loose	Council	Council		
Total loss of electric lighting	Council	Council		
Fault in lighting circuit	Council	Council		
Water has leaked onto electrics	Council	Council		
Single switch is damaged	Council	recharged to tenant	✓) unless through normal wear & tear,
Double switch is damaged	Council	recharged to tenant	✓) where replacement would become
Triple switch is damaged	Council	recharged to tenant	✓) the Council's responsibility.
Fluorescent fitting is not working properly	Council	Council		
Diffuser to single/double fluorescent fitting is damaged or missing	Council	Council		
Replacing light bulbs, fluorescent tubes and starters	Tenant	Tenant		
Extractor fans				
Extractor fan not working properly	Council	Council		
Floors, walls and ceilings				
Floor and wall tiles				
Quarry tiles are loose	Council	Council		
Vinyl tiles are loose	Council	Council		
Tiles to fire surround are loose	Council	Council		
Tiles to fire surround are damaged or missing	Council	Recharged to tenant	✓	
Grouting is damaged	Council	Council		

Wall tiles are loose	Council	Council		
Wall tiles are damaged	Council	Recharged to tenant	✓	
Floor boards	Council	Council		
Repairing any floor covering (except that fitted as part of an adaptation)	Tenant	Tenant		
Floors, walls and ceiling repairs				
Internal decoration	Tenant	Tenant		
Minor decorative cracks	Tenant	Tenant		
Skirting board is loose	Council	Council		
Skirting board is damaged	Council	recharged to tenant	✓	Unless through normal wear & tear - then this would become the Council's responsibility
Floorboards or floor panels are loose	Council	Council		
Floorboards or floor panels are damaged	Council	recharged to tenant	✓	Unless through normal wear & tear - then this would become the Council's responsibility
Surface mould to wall	Council	Tenant	✓	Unless related to another repair issue that is the Council's responsibility
Treating walls for mould caused by condensation	Council	Tenant	✓	Unless related to another repair issue that is the Council's responsibility
Cracks in ceiling	Council	Tenant	✓	For minor cracks only. Large / wider cracks are the Council's responsibility
Plasterboard to ceiling is damaged	Council	Council		
PVC air vent grill is damaged	Council	Council		
Filling nail/screw holes in walls and ceilings	Tenant	Tenant		
Grouting wall tiles	Tenant	Tenant		
Gutters and rainwater goods				
Gutter is blocked, loose, leaking, has a bracket missing or is otherwise damaged	Council	Council		
Hopperhead blocked, damaged or missing	Council	Council		
Rainwater pipe is blocked, leaking, damaged or loose	Council	Council		
Rainwater shoe is damaged or missing	Council	Council		
Heating and hot water				
Electric fire, radiant heater, or storage heater is not working properly	Council	Council		
Gas fire not working properly, damaged or loose	Council	Council		
Smell of gas from any appliance	Council	Council		
Boiler noisy	Council	Council		
Boiler controls not working	Council	Council		
Repressurising combi boiler	Council	Tenant	✓	
Pilot light on boiler will not light	Council	Council		
Relighting the pilot light on boilers	Council	Tenant	✓	
No heating	Council	Council		
Radiator not working properly, not heating, damaged or leaking	Council	Council		
Radiator valves not working or damaged, or cap valve missing	Council	Council		

Bleeding radiators	Council	Tenant	✓	
Air vent to radiator is damaged	Council	Council		
Solid fuel appliance damaged or not working properly	Council	Council		
Fire parts required due to misuse of the appliance	recharged to Tenant	recharged to Tenant	✓	
Sweeping flues used by solid fuel appliances		Council		
Gas appliance servicing	Council	Council		
Gas appliance servicing (Tenant installed)	Tenant	Tenant		
Setting heating controls, including timed programmes	Council	Tenant	✓	
Renewing batteries to heating controls	Council	Tenant	✓	
Hot water				
No hot water from boiler or cylinder	Council	Council		
Cylinder leaking	Council	Council		
Cylinder jackets	Tenant	Tenant		
Immersion heater is not working properly	Council	Council		
Kitchen units				
Damage or missing parts to cupboards	Council	Council)
Damage or missing parts to shelves	Council	Council)
Damage or missing parts to drawers	Council	Council) as near
Damage or missing parts to worktops, edging, joint strips and legs	Council	Council) as possible
Cupboard doors damaged, missing, loose, and damage to hinges	Council	Council) match only
Drawer fronts damaged or missing	Council	Council)
Replacing handles and catches on kitchen units and drawers	Council	Council)
Renewing wall tiles and sealant around work surfaces and the sink	Council	Council)
Outside the property				
External decoration and maintenance	Council	Council		
Damage to walls, tiling and rendering	Council	Council		
Leaks from roofs	Council	Council		
Repairs to roof, missing tiles, flashing, chimney stack, chimney pot and vents	Council	Council		
Clothes driers and refuse chutes (communal)	Council	Council		
Damage to bargeboards, soffits and fascias	Council	Council		
Fences and gates and walls	Council	Tenant	✓	
Paving, paths, steps and handrails	Council	Council		
Maintaining paths, except those leading from the boundary (gate) to front and back doors. <i>Uneven paths. INDIVIDUAL PROPERTY</i>	Council	Tenant	✓	The property would be let with paths in an acceptable condition.
Maintaining paths, except those leading from the boundary (gate) to front and back doors. <i>Uneven paths. COMMUNAL PATH</i>	Council	Council		

Replacing latches, bolts, catches, keys or locks to garage or shed doors, and on gates	Council	Council		
Clothes posts	Council	Council		
Washing lines (unless communal)	Tenant	Tenant		
Repairing any fencing, shed, garage, outbuilding or other garden features not originally provided by Council	Tenant	Tenant		
Stairs and steps (internal)				
Missing or damaged handrails, bannisters, balusters, newel posts, panels and rails	Council	Council		
Repairs to risers, treads, and winders	Council	Council		
Tanks, pipework and valves				
Valves damaged or leaking	Council	Council		
Stop tap damaged or leaking	Council	Council		
Tank leaking or constant drip into tank	Council	Council		
Pipe leaking or burst	Council	Council		
Banging noise from pipes	Council	Council		
Hot water discoloured	Council	Council		
Hot water pressure is low	Council	Council		
Underground burst	Council	Council		
Taking steps to prevent water in pipes and taps from freezing or bursting in cold weather by lagging any exposed pipes)	Council	Council		
Turning the water supply off at the stop tap if a water pipe bursts, or if you go away	Council	Tenant	✓	
External taps	Council	Tenant	✓	Tap fitted by tenant.
Water services				
Sink, basin and bath taps damaged or loose	Council	Council		
Low water pressure, water discoloured, or no water from tap	Council	Council		
Unable to turn tap	Council	Council		
No hot water from hot tap	Council	Council		
Mixer tap damaged	Council	Council		
Tap dripping or leaking	Council	Council		
Garages				
Lock is damaged	Council	recharged to Tenant	✓	
Lock is broken	Council	Council		
Gearing or mechanism is broken	Council	Council		
Up-and-over garage door is not opening or closing properly	Council	Council		
Tenant is locked out of garage	Tenant	Tenant		
Gardens				
Keeping the garden of the property tidy and in an acceptable condition	Tenant	Tenant		
Clearing an overgrown garden	recharged to Tenant	recharged to Tenant	✓	

October		November	
AM Rooms booked 9am-1pm unless stated	PM Rooms booked 1pm-5pm unless stated	AM Rooms booked 9am-1pm unless stated	PM Rooms booked 1pm - 5pm unless stated
Wed		1	
Thu		2	Assembly Rooms - Room booked from 2-8pm
Fri		3 Poolsbrook Community Centre - 10am- 2pm	
Sat		4	
Sun 1		5	
Mon 2		6	
Tues 3		7	Speedwell Rooms - Room booked from 2-8pm
Wed 4		8 Brimington Community Centre - 10am-2pm	
Thu 5		9 OWMW Resource Centre - Old Whittington	St Patricks Church Hall - New Whittington
Fri 6		10	
Sat 7		11	
Sun 8		12	
Mon 9		13 leave	
Tues 10		14 LGCT Community Centre - Loundsley Green	Holmebrook Family Centre - Holme Hall
Wed 11		15 leave	
Thu 12		16 leave	St Marks Church - Brampton
Fri 13		17 leave	
Sat 14		18	
Sun 15		19	
Mon 16		20	
Tues 17		21 Monkwood Rd CR - Dunston	Eventide Rest Rooms - Mastin Moor
Wed 18		22	
Thu 19 Burns Close CR - Grangewood	ST Francis Hall - Boythorpe & Whitecotes	23 Winster Crt CR - Newland Dale & Hazelhurst	Memorial Hall - Barrow Hill
Fri 26		24	
Sat 21		25	
Sun 22		26	
Mon 23 Half Term	Eastwood Hall - Hasland + Spital & Hady 2pm - 5pm	27	
Tues 24 Half Term		28 Inkersall Church - Inkersall & Middlecroft B	Duckmanton???
Wed 25 Wimbourne Crescent CR - Pevensey & Littlemoor	Stand Road Pavillion - Racecourse& N.Moor	29	
Thu 26 Bonsall Court CR - Newbold & Green Farm	Outwood Acadamy - Highfields Peveril	30	
Fri 27 Half Term			
Sat 28			
Sun 29			
Mon 30			
Tues 31	Gussies Kitchen - St Augustines 1-7pm		

Areas yet to be booked
 Duckmanton - Methodist Church - The Reverend is on Sabbatical until 15.9.17

Page 19

This page is intentionally left blank

Chesterfield Borough Council

Equality Impact Assessment - Preliminary Assessment Form

The preliminary impact assessment is a quick and easy screening process. It should identify those policies, projects, services, functions or strategies which require a full EIA by looking at negative, positive or no impact on any of the equality groups.

Service Area: HOUSING SERVICES
 Section: HOUSING MANAGER
 Lead Officer: ALISON CRAIG

Title of the policy, project, service, function or strategy the preliminary EIA is being produced for: **Changes to Council Housing Tenancy Agreement**

Is the policy, project, service, function or strategy:

Existing

Changed

New/Proposed

Q1 - What is the aim of your policy or new service?

The purpose of the report is to seek approval from Members to start consultation with tenants on proposed changes to the Housing Tenancy Agreement relating to secure and introductory tenants.

Q2 - Who is the policy or service going to benefit?

The changes to the tenancy agreement will benefit both tenants and the Council by ensuring that the Council can incorporate and mitigate national policy changes into its Business Planning.

Q3 - Thinking about each group below, does, or could the policy, project, service, function or strategy have an impact on protected characteristics below? You may also need to think about sub groups within each characteristic e.g. older women, younger men, disabled women etc.

Please tick the appropriate columns for each group.

Group or Protected Characteristics	Potentially positive impact	Potentially negative impact	No impact
Age – including older people and younger people.		X	

Disabled people – physical, mental and sensory including learning disabled people and people living with HIV/Aids and cancer.		X	
Gender – men, women and transgender.			X
Marital status including civil partnership.			X
Pregnant women and people on maternity/paternity. Also consider breastfeeding mothers.			X
Sexual Orientation – Heterosexual, Lesbian, gay men and bi-sexual people.			X
Ethnic Groups			X
Religions and Beliefs including those with no religion and/or beliefs.			X
Other groups e.g. those experiencing deprivation and/or health inequalities.	X		

If you have answered that the policy, project, service, function or strategy could potentially have a negative impact on any of the above characteristics then a full EIA will be required.

Q4 - Should a full EIA be completed for this policy, project, service, function or strategy?

- Yes
 No

Q5 - Reasons for this decision:

A full EIA will be required though it will be produced following the full consultation for final report to members in January 2018

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank