



Please ask for Joel Hammond-Gant  
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The Chair and Members of Cabinet

22 January 2018

Dear Councillor,

Please attend a meeting of the CABINET to be held on TUESDAY, 30 JANUARY 2018 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 3 - 6)

To approve as a correct record the Minutes of the Cabinet meeting held on 9 January, 2018.

4. Forward Plan

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

[Forward Plan](#)

5. Delegation Report (Pages 7 - 10)

Items Recommended to Cabinet via Cabinet Members

Cabinet Member for Economic Growth

6. Brownfield Land Register (Pages 11 - 20)
7. Chesterfield Local Plan Review Site Consultation and Progress (Pages 21 - 200)

Cabinet Member for Health and Wellbeing

8. Fees and Charges for Sport and Leisure 2018/19 (Pages 201 - 216)

Cabinet Member for Homes and Customers

9. Results of Tenant Consultation for Changes to Council Housing Tenancy Agreement (Pages 217 - 360)

Cabinet Member for Town Centres and Visitor Economy

10. Open Market Fees and Charges 2018/19 (Pages 361 - 372)
11. Car Parks Fees and Charges 2018/19 (Pages 373 - 382)

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Randy', written in a cursive style.

Local Government and Regulatory Law Manager and Monitoring Officer

## CABINET

Tuesday, 9th January, 2018

Present:-

Councillor P Gilby (Chair)

Councillors T Gilby  
Bagley  
Huckle

Councillors Brunt  
Serjeant

Non Voting Members Dickinson

J Innes

\*Matters dealt with under the Delegation Scheme

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

No declarations of interest were received.

114 **APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Blank, Catt, Diouf and Ludlow.

115 **MINUTES**

**RESOLVED –**

That the minutes of the meeting of Cabinet held on 19 December, 2017 be approved as a correct record and signed by the Chair.

116 **FORWARD PLAN**

The Forward Plan for the four month period 1 February 2018 to 31 May 2018, was reported for information.

**\*RESOLVED –**

That the Forward Plan be noted.

117 **MINUTES OF THE SHEFFIELD CITY REGION COMBINED  
AUTHORITY**

Minutes of the meeting of the Sheffield City Region Combined Authority (SCRCA) held on 30 October, 2017 were reported for information.

The Assistant Cabinet Member, Councillor Dickinson, asked if the Council had been able to take advantage of any underspend in the budgets controlled by the SCRCA.

Huw Bowen replied stating that the SCRCA had reported an in-year underspend with regards to the Sheffield City Region Infrastructure Fund, and had invited the 9 member Councils to submit funding bids for capital infrastructure projects.

Chesterfield Borough Council had subsequently been party to two bid submissions, and are awaiting information from the SCRCA on whether the bids had been successful.

Members asked for an update on the activity and position of the SCRCA.

Huw Bowen informed the Cabinet that an election is to be held in May 2018 to elect a Mayor to lead the SCRCA. As it stood, the Mayor would not hold the powers and funding provided through the October 2015 devolution deal, as the 4 full member Councils had not collectively consented to the laying of the relevant parliamentary order.

Huw Bowen also reported that public consultations had been carried out in Barnsley and Doncaster to determine the level of public support for these Councils to continue to work on a Sheffield City Region geographic basis or to work on an expanded Yorkshire geography. The results of the consultations showed that 85 per cent of the public in these two areas supported working on a wider Yorkshire geography.

**\*RESOLVED –**

That the Minutes and update be noted.



**118 COLLECTION FUND REVISED ESTIMATES 2017/18**

The Director of Finance and Resources presented the Collection Fund revised estimates for 2017/18. An estimated surplus of £523,799 on the Council Tax elements of the Collection Fund was expected.

The report noted that the major precepting authorities would be able to take this surplus into account when calculating their Council Taxes for the 2018/19 financial year.

**RESOLVED –**

1. That the estimated surplus on the Council Tax Collection Fund of £523,799, be agreed and allocated to the major precepting authorities, as outlined in Appendix A to the officer's report.

**REASON FOR DECISION**

To fulfil a statutory requirement and to feed into the budget setting process for 2018/19.

**119 ANNUAL HRA RENT AND SERVICE CHARGE SETTING 2018/19**

The Assistant Director – Housing, and Director of Finance and Resources submitted a report recommending for approval Council house rent and service charge levels for 2018/19.

Pursuant to Minute No. 126 (Cabinet, 2016/17), from 1 April 2018 onwards all Chesterfield Borough Council housing rents (social and affordable) will be reduced by 1 per cent, which will result in an average actual decrease of £0.77 per week on a 52 week basis for tenants in 2018/19.

A detailed summary of the proposed service charge levels for 2018/19 was attached at Appendix A to the officer's report. It was noted that the proposed charges had been devised to ensure that all services break even on costs.

**RESOLVED –**

1. That for 2018/19, approval be given to set individual social rents based on the current National Social Rent Policy, giving a cash rent decrease of 1 per cent with effect from 1 April 2018.
2. That for 2018/19 onwards, approval be given to increase the rent level for a social rent property to the target rent, where the property is re-let to a new or transferring tenant.
3. That for 2018/19 onwards, approval be given to set individual affordable rents based on the current National Social Rent Policy, giving a cash rent decrease of 1 per cent with effect from 1 April 2018.
4. That for 2018/19 onwards, approval be given to set the rent level of an affordable rent property that is re-let to a new or transferring tenant, by reference to 80% of the market rent for a similar property prevailing at the time of re-letting.
5. That the revised levels of service charges as set out in paragraph 8.5 of the officer's report, be approved.

**REASONS FOR DECISIONS**

1. To enable the Council to set the level of Council house rents in accordance with Government guidelines.
2. To enable the Council to set service charges for 2018/19 and to ensure that the cost of delivering services continues to break even.
3. To contribute to the Council's Corporate Priority 'to improve the quality of life for local people'.

## CABINET MEETING

30 January 2018

## DELEGATION REPORT

### DECISIONS TAKEN BY LEAD MEMBERS

#### Cabinet Member for Governance

Decision Record No.	Subject	Delegation Reference	Date of Decision
<b>27/17/18</b>	<b>Consultation on updating disqualification criteria for local authority members</b>	<b>GV050</b>	<b>6 December 2017</b>
<p>Decision</p> <p>That the proposed consultation response be submitted to the Department for Communities and Local Government.</p>			
<p>Reason for Decision</p> <p>To respond to the Department for Communities and Local Government disqualification for elected members consultation.</p>			

### **Cabinet Members for Town Centres and Visitor Economy**

Decision Record No.	Subject	Delegation Reference	Date of Decision
<b>28/17/18</b>	<b>Modification of Off-street Parking Places Order</b>	<b>TV260L</b>	<b>8 January 2018</b>
<p>Decision</p> <p>That an order modifying the 2014 Order (as amended) be made as proposed in the report to the Cabinet Member for Town Centres and Visitor Economy dated 3 August 2017 and including the changes set out in the officer's report</p>			
<p>Reason for Decision</p> <p>To ensure that the 2014 Order (as amended) is modified to reflect necessary changes to parking provision.</p>			

**Cabinet Member for Economic Growth**

Decision Record No.	Subject	Delegation Reference	Date of Decision
<b>29/17/18</b>	<b>Unit 23, The Pavements, Chesterfield</b>	<b>EG550L</b>	<b>12 January 2018</b>
<p>Decision</p> <p>(1) That the five year lease for Unit 23 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 terms of the lease.</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>			
<b>30/17/18</b>	<b>Consideration of the Community Right to Bid (Assets of Community Value) nomination of the Monkey Park Community Hub</b>	<b>EG660D</b>	<b>16 January 2018</b>
<p>Decision</p> <p>That Chesterfield Borough Council list the Monkey Park Community Hub as an Asset of Community Value.</p>			
<p>Reason for Decision</p> <p>The Monkey Park Community Hub was considered to meet the Asset of Community Value criteria.</p>			

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## **For publication**

### **Chesterfield Brownfield Land Register – Notification of publication and recommendation not to include Part 2 (EG380L)**

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Meeting: Cabinet

Date: 30th January 2017

Cabinet portfolio: Cabinet Member for Economic Growth

Report by: Strategic Planning and Key Sites Manager

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## **For publication**

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### **1.0 Purpose of report**

1.1 To advise on the introduction of the Brownfield Land Register Regulations in April 2017 and the Local Planning Authority's (LPA) approach to the preparation and publication of the register. Also to confirm that the statutory duty to have the Register in place by 31<sup>st</sup> December 2017 has been met (see Appendix 1).

### **2.0 Recommendations**

2.1 That Cabinet notes the publication of the Register in accordance with the Town and County Planning (Brownfield Land Registers) Regulations 2017.

2.2 That the Borough Council does not include any sites on Part Two of its Brownfield Land Register at this time.

### **3.0 Background**

- 3.1 The Town and County Planning (Brownfield Land Registers) Regulations 2017 came into effect in April 2017, with detailed guidance published on 28 July 2017. The Regulations set out a statutory duty for each Local Planning authority to prepare and publish a Register of Previously Developed Land<sup>1</sup> (Brownfield Land) by 31st December 2017, and maintain it annually thereafter.
- 3.2 The government intends that the Brownfield Land Register be a publicly available and up to date source of all Brownfield Sites that are “achievable”, “available” and “suitable” for housing. Detailed definitions and eligibility requirements are provided in the statutory guidance (see background papers). It is intended that the register will aid the delivery of housing in appropriate locations by enhancing the accessibility of previously developed sites to housebuilders. Sites do not need planning permission to be eligible for inclusion on the Brownfield Land Register.
- 3.3 The legislation requires that the Register is split into two parts. Part 1 is mandatory and details the core information on sites eligible for inclusion on the Register. Including sites in Part 2 is at the discretion of the Local Planning Authority and grants sites “Permission in Principle” (see paragraph 3.9). Part 1 is a comprehensive list of all brownfield sites of more than 0.25 hectares, which have the capacity to accommodate residential development of 5 or more dwellings in addition to meeting the requirements highlighted in Section 3.2. Smaller sites may be included but the LPA has not done so on this occasion owing to the large number of small sites with extant permission.
- 3.4 The register should include all sites meeting the eligibility requirements that have extant planning permission and all those with Local Plan housing allocations. Sites which meet the criteria may also be pulled from the Land Availability Assessment (LAA)

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<sup>1</sup> The NPPF describes previously developed land as:

*Land which is or was occupied by a permanent structure, including the curtilage of the developed land (although it should not be assumed that the whole of the curtilage should be developed) and any associated fixed surface infrastructure. This excludes: land that is or has been occupied by agricultural or forestry buildings; land that has been developed for minerals extraction or waste disposal by landfill purposes where provision for restoration has been made through development control procedures; land in built-up areas such as private residential gardens, parks, recreation grounds and allotments; and land that was previously-developed but where the remains of the permanent structure or fixed surface structure have blended into the landscape in the process of time.*



work which is being undertaken as part of the New Local Plan housing allocations process following a Call for Sites in 2016.

### **Approach and Implementation**

- 3.5 The Brownfield Land Register guidance recommends that sites which have a greenfield element in addition to brownfield land should be split according to their respective land cover. Where the previously developed portion is still suitable for inclusion (based on its size and the number of dwellings it can hold) the site has been split and only the brownfield portion has been included on the Register.
- 3.6 The council published the Register on the 19th of December 2017 in .csv format with associated mapping as is required by the Regulation 17. A total of 40 sites have been input on the Register under Part 1 with no sites put forward for Part 2 at present (see 3.9, below). 21 of the sites already have planning permission. One is currently pending consideration and 2 are already allocated under the adopted Core Strategy. The remaining 16 are deemed to be suitable in accordance with the Brownfield Land Register regulations and the LAA methodology for ascertaining site suitability. The sites presented in Part 1 of the Register are set out in Appendix 1.
- 3.7 There are no requirements in the regulations for the council to carry out consultation on including sites within Part 1 or the register. Including a site on Part 1 of the register does not prejudice any decision that the council may later make on whether or not to grant planning permission for development of the site, or whether to include it as an allocation in a Local Plan.
- 3.8 The Brownfield Land Register must be reviewed at least annually and any sites that no longer meet the criteria detailed in paragraph 3.2 should be removed. It is intended that the authority integrate the updating of the register with the annual housing completions monitoring which usually takes place in May.

### **Part Two of the Register**

- 3.9 The Regulations prescribe that, if appropriate, local planning authorities can include sites on a Part 2 of the Register. Part 2

sites are those which local planning authorities have deemed suitable for the grant of 'Permission in Principle' (PiP) – in effect where the local planning authority has resolved to grant planning permission for residential development on the site.

- 3.10 For any site that is included on Part 2 of the Brownfield Land Register the local authority must set out:
- The minimum and maximum number of dwellings the authority believes the site is capable of supporting.
  - Any further site information and details of hazardous substances where relevant.
- 3.11 Technical Details Consent (TDC) would be required for any sites that are granted PiP to proceed. This involves the consideration of detailed design matters and any mitigation measures. TDC can be refused should the details provided not be in line with the Core Strategy and National Planning Policy Framework.
- 3.12 The costs of placing sites on Part 2 of the Brownfield Land Register are difficult to estimate as it would depend on the number and size of sites and level of work required (which would vary from site to site). However the Government's own impact assessment<sup>2</sup> indicates the typical cost of preparing and submitting a planning application is £67,000 for major applications and £22,000 for minor applications. These costs would fall to the Local Planning Authority and would be born in addition to foregoing the planning fee income that would otherwise be received for dealing with a 'normal' application.
- 3.13 Most of the sites on the register have either a permission or allocation at present and the outcome of the new Local Plan will determine the allocation status for the remainder of sites.
- 3.14 Given the extensive assessment requirements and consultation process required to grant sites PiP it is recommended that the Council does not undertake Part 2 at this iteration of the Brownfield Register.

#### 4.0 **Human resources/people management implications**

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<sup>2</sup> <http://www.parliament.uk/documents/impact-assessments/IA16-002H.pdf>

4.1 To date the Brownfield Land Register has required a significant amount of officer time in identifying potential sites and in considering their suitability, although there has been some overlap with ongoing site assessment being undertaken in preparing the new Local Plan. Mapping and compiling the register as per government specification has also taken considerable effort. These resources have come from existing officer time, at the cost of time spent on Local Plan preparation.

## 5.0 **Financial implications**

5.1 The council has received £14,645 in New Burdens Funding for 2016/17 to cover the costs of setting up the Brownfield Land Register (which is not currently ring-fenced to the Planning Department). Local planning authorities will receive further grant payments for 2017/18, 2018/19 and 2019/20; the amount of funding from 2016/17 onwards will be kept under review but has not yet been confirmed.

5.2 It is anticipated that the cost of placing sites on Part 2 of the Brownfield Land Register would be substantial given the technical advice and supporting papers required for granting PiP. As Part 2 is not a statutory obligation, and the majority of sites already have planning permission or a Local Plan allocation, the report recommends that no sites are included in Part 2 and the financial risk is currently considered to be low.

## 6.0 **Legal and data protection implications**

6.1 The Brownfield Register has been prepared in accordance with regulation 4 of the Town and Country Planning (Brownfield Land Register) Regulations 2017 and the associated guidance set out in the National Planning Policy Framework and National Planning Policy Guidance.

6.2 Data provided under the Public Sector Mapping Agreement has been used in the production of the register and the associated maps. The publication of the register meets the 'Presumption to Publish' criteria which permits publishing under the Open Government Licence.

6.3 No ownership details are stored on the Brownfield Land Register so there are no associated Data Protection concerns.

## 7.0 Consultation

7.1 The council is not required to consult on sites included within Part 1 of the Brownfield Land Register. Should any sites be added to Part 2, the authority will need to follow the publicity, notification and consultation requirements set out in the Brownfield Land Registers statutory guidance (see Background Documents).

## 8.0 Risk management

Description of the Risk	Impact	Likelihood	Mitigating Action	Impact	Likelihood
Sites are put forward for PiP	High	Low	No sites recommended for inclusion in part 2 of the register	Med	Low
Site details are inaccurate	Low	Low	The sites have been extensively reviewed by officers and data recorded in accordance with the published regulations and guidance	Low	Low
Challenges from landowners re inclusion or exclusion of sites	Med	Low	The register is subject to at least annual review	Low	Low

## 9.0 Equalities Impact Assessment (EIA)

9.1 An EIA is not required when publishing the Brownfield Land Register as it is a statutory requirement.

## 10.0 Alternative options and reasons for rejection

10.1 As the Brownfield Land Register is a statutory requirement Part 1 of the register has been published in accordance with legislation.

10.2 In addition to Part 1, Part 2 of the register could be populated (and therefore PiP granted to a number of sites) at a significant cost to Chesterfield Borough Council (see, 3.12, above).

10.3 As this cost would usually be taken on by a developer it does not seem prudent to take on this financial burden given its status as optional within the Brownfield Land Register regulations.

### 11.0 **Recommendations**

11.1 That Cabinet notes the publication of the Register in accordance with the Town and County Planning (Brownfield Land Registers) Regulations 2017.

11.2 That the Borough Council does not include any sites on Part Two of its Brownfield Land Register at this time.

### 12.0 **Reasons for recommendations**

12.1 As required by the stated regulations.

12.2 To minimise the unnecessary expense to the Council created through the process of analysing, publicising and consulting on sites for PiP. This cost would usually be taken on by a developer when applying for outline or full planning permission.

<b>Glossary of Terms</b>	
<i>NPPF</i>	<i>National Planning Policy Framework</i>
PiP	Permission in Principle
LAA	Land Availability Assessment
TDC	Technical Details Consent

### **Decision information**

<b>Key decision number</b>	<b>793</b>
<b>Wards affected</b>	<b>All</b>
<b>Links to Council Plan priorities</b>	A clean, green and attractive Borough, where our open spaces and built heritage are valued.

	<p>A place where everyone has fair access to a decent and affordable home.</p> <p>An inclusive Borough, where everyone feels valued and has equal and fair access to local services.</p>
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### **Document information**

<b>Report author</b>	<b>Contact number/email</b>
<b>Laura Kinley</b>	<b>01246 345771</b> <b><a href="mailto:laura.kinley@chesterfield.gov.uk">laura.kinley@chesterfield.gov.uk</a></b>
<b>Background documents</b>	
<ul style="list-style-type: none"> <li>• Brownfield Land registers statutory guidance (28<sup>th</sup> July 2017): <a href="https://www.gov.uk/guidance/brownfield-land-registers">https://www.gov.uk/guidance/brownfield-land-registers</a></li> <li>• Brownfield Land Registers Data Standard: Preparing and publishing a register (28<sup>th</sup> July 2017): <a href="https://www.gov.uk/government/publications/brownfield-landregisters-data-standard">https://www.gov.uk/government/publications/brownfield-landregisters-data-standard</a></li> <li>• National Planning Policy Framework Annex 2 (27<sup>th</sup> March 2012): <a href="https://www.gov.uk/guidance/national-planning-policy-framework/annex-2-glossary">https://www.gov.uk/guidance/national-planning-policy-framework/annex-2-glossary</a></li> <li>• Permission in principle for development plans and brownfield registers Impact Assessment: <a href="http://www.parliament.uk/documents/impact-assessments/IA16-002H.pdf">http://www.parliament.uk/documents/impact-assessments/IA16-002H.pdf</a></li> </ul>	
<b>Appendices to the report</b>	
Appendix A	Brownfield Land Register (December 2017)

## **Appendix A – List of Brownfield Sites**

<b>LAA Reference</b>	<b>Site Address</b>
<b>15</b>	Brampton Manor, Old Road, Chesterfield
<b>16</b>	Former Brockwell Court, Cheedale Avenue, Newbold, Chesterfield
<b>17</b>	Catherine Street, Bank Street and Catherine Street, Chesterfield
<b>18</b>	Land at DUEWELL COURT, Station Road, Barrow Hill
<b>23</b>	Former Heaton Court, Meynell Close, Chesterfield
<b>32</b>	Miller Avenue, Mastin Moor, Chesterfield
<b>49</b>	Land North-East of Sainsbury's Roundabout, Rother Way, Chesterfield
<b>64</b>	Former Boythorpe Works, Goytside Road Chesterfield
<b>68</b>	Land At East Of A61 Known as Chesterfield Waterside, Brimington Road, Chesterfield
<b>91</b>	Former Ashbrooke Centre, Cuttholme Road, Chesterfield
<b>93</b>	Former Saltergate Health Centre, Saltergate, Chesterfield
<b>108</b>	Former Goldwell Rooms and 6 Ashgate Road, Chesterfield
<b>111</b>	Ringwood Centre, Victoria Street, Brimington, Chesterfield
<b>125</b>	292 Manor Road, Brimington, Chesterfield
<b>126</b>	Inkersall Social Club, Inkersall Green, Inkersall, Chesterfield
<b>128</b>	Former North East Derbyshire District Council Offices, Saltergate, Chesterfield
<b>144</b>	Former Newbold Community School, Newbold Road, Newbold, Chesterfield
<b>145</b>	Elm Street, Hollingwood, Brimington, Chesterfield
<b>150</b>	Derwent House HOP, Ulverston Road, Chesterfield
<b>151</b>	Red House HOP & Spire Lodge, Sheffield Road, Chesterfield
<b>154</b>	Former Ash Glen Nursery, Sheffield Road, Unstone
<b>155</b>	Former Lister's Car Sales, Sheffield Road, Unstone
<b>156</b>	Former Boat Sales, Sheffield Road, Unstone
<b>192</b>	Walton Hospital, Whitecotes Lane, Chesterfield
<b>193</b>	Land South Of Walton Hospital, Harehill Road, Chesterfield
<b>244</b>	Middle Farm, Duckmanton, Chesterfield
<b>276</b>	The Conservatory Centre, Hazlehurst Lane, Stonegravels, Chesterfield
<b>315</b>	Pondhouse Farm, Troughbrook Road, Hollingwood, Chesterfield
<b>317</b>	Edale Road (Garage Court), Mastin Moor, Chesterfield
<b>336</b>	Land Off Dunston Road, Chesterfield
<b>338</b>	Barker Lane (GK Group premises), Chesterfield
<b>382</b>	Basil Close, Chesterfield
<b>383</b>	Ryro Engineering, Shaw Street, Chesterfield
<b>385</b>	Former Social Club, Saltergate, Chesterfield
<b>386</b>	Littlemoor Shopping Centre, Littlemoor Centre, Chesterfield
<b>387</b>	Avondale Surgery, 3 - 5 Avondale Road, Chesterfield, Derbyshire, Chesterfield
<b>388</b>	Hady Miners Welfare Club, Houldsworth Drive, Hady, Chesterfield
<b>389</b>	Post Office, 1, Market Place, Chesterfield
<b>390</b>	Jacksons Bakery, New Hall Road, Chesterfield
<b>393</b>	Fridays Chip Shop, 109 Highfield Road, Chesterfield, Derbyshire, Chesterfield

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## **For publication**

### **Chesterfield Local Plan Review Site Consultation and Progress – Gypsy and Traveller Sites Report – Approval of draft for Consultation (EG0000)**

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Meeting:	Cabinet
Date:	30 January 2018
Cabinet portfolio:	Cabinet Member for Economic Growth
Report by:	Strategic Planning and Key Sites Manager

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## **For publication**

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### **1.0 Purpose of report**

- 1.1 To seek approval for the Gypsy and Traveller Sites Consultation Report and supporting material (Sustainability Appraisal).
- 1.2 To seek approval to commence a public consultation on the Gypsy and Traveller Site Options running from Monday 12<sup>th</sup> February for a six week period.

### **2.0 Recommendations**

- 2.1 That Cabinet agree the Gypsy and Traveller Sites Consultation Report (Appendix A) and associated Sustainability Appraisal (Appendix B) for public consultation.
- 2.2 That Cabinet resolve to retain ownership and control of all the potential sites (including those that passed Stage 2a of the

assessment) in order to ensure they remain available until site/s are formally allocated in an adopted Local Plan.

- 2.3 That the Strategic Planning and Key Sites Manager has delegated authority, in consultation with and with the agreement of the Executive member for Planning, to make minor amendments and corrections to the Draft Local Plan and associated material to make it ready for public consultation.
- 2.4 That the consultation report and supporting material are shared with Planning Officers at neighbouring authorities (NEDDC and BDC) and Derbyshire County Council prior to the public consultation in the interests of the Duty to Cooperate.
- 2.5 That Cabinet agrees that the garage sites are the only CBC owned land that is currently available.
- 2.6 That Cabinet note the responses to the requests from BDC and NEDDC for assistance in meeting their need for Gypsy and Traveller sites (Appendix D).

### **3.0 Background**

- 3.1 The National Planning Policy Framework (NPPF) requires that Local Plans make suitable provision of sites for Gypsies and Travellers based on an up to date assessment of need. If land is not allocated to meet the five year pitch requirement that is required by the NPPF there is a significant risk of a soundness challenge to the Local Plan at examination.
- 3.2 Since the adoption of the Core Strategy new evidence has been published (Derby, Derbyshire, Peak District National Park Authority and East Staffordshire Gypsy and Traveller Accommodation Assessment (GTAA) 2015) that identified a pitch requirement for the Borough of 4 pitches over the period 2014 to 2019, with no requirement for the remainder of the plan period. Half of this need has already been met through the granting of a planning permission for 2 pitches.
- 3.3 The Draft Local Plan consultation at the start of the year included information about the need for Gypsy and Traveller sites, and stated that in the absence of any submissions of private land the

Council must look to its own land holdings, and that due to the small size of site required for 2 pitches the assessment will concentrate of vacant and under-used Council owned garage sites.

- 3.4 Prior to the public consultation on the Draft Local Plan, Cabinet decided that the Strategic Planning and Key Sites Manager would have delegated authority, in consultation with and with the agreement of the Executive member for Planning, to approve a final list of potential Gypsy and Traveller sites for public consultation should the relevant authority be secured for their disposal in advance of the public consultation (Cabinet Report 13<sup>th</sup> December 2016).
- 3.5 Therefore, planning officers in collaboration with Local Plan Steering Group have been working towards a standalone consultation on potential Gypsy and Traveller sites.

#### **4.0 Gypsy and Traveller Sites – Site identification and assessment process**

##### **Site Identification**

- 4.1 The consultation report (Appendix A) sets out the site identification process in some detail. No privately-owned sites were put forward for use as Gypsy and Traveller sites in three separate Local Plan preparation stages. Derbyshire County Council were asked directly and confirmed that they do not have any sites within the borough suitable for use as a Gypsy or Traveller site. Other sources of land considered and rejected included using part of a Strategic Site (Staveley Corridor, Waterside, and Dunston Proposed Reserved Site) and any sites within the Green Belt.
- 4.2 As a result, the focus turned to sites owned by Chesterfield Borough Council. In particular, garage sites were investigated for two main reasons:
- The Council's Housing Service has been doing a review of garage 'plot' sites with a view to disposal where appropriate
  - Garage sites tend to be located in or on the edge of the existing urban area and are not 'large', therefore are a

reasonable potential source of land supply for meeting the borough's need for Gypsy and Traveller accommodation.

- 4.3 A total of 46 garage sites were identified. There is a possibility that the council will be asked if there is other council land that has not been identified. It is recommended that Cabinet make a clear statement to clarify that the garage sites are the only council owned land that is currently available.

### **Site Assessment**

- 4.4 The consultation report (Appendix A) sets out the site assessment process in some detail. It is a comprehensive three stage assessment, the same as that used to assess all Local Plan housing sites, with the addition of a specific Gypsy and Traveller assessment (appended to the consultation report) in order to fully accord with government guidance 'Planning Practice for Traveller Sites' (2015).
- 4.5 The shortlisted sites have been subject to Sustainability Appraisal (SA) (Appendix B) which is a requirement of Section 19(5) of the Planning and Compulsory Act 2004 and helps the Council guide the selection and development of policies and proposals in terms of their potential social, environmental and economic effects. The SA plays an important role in demonstrating that a local plan reflects sustainability objectives and has considered reasonable alternatives.

### **5.0 Public Consultation**

- 5.1 Following advice from the Derbyshire Gypsy Liaison Group and the council's Communications team, officers suggest that a full borough wide consultation is undertaken, rather than a focused consultation on the wards where sites are located. This will ensure that all residents and interested parties have the opportunity to be involved and make comments, and reduce the risk of challenge.
- 5.2 It is suggested that the following methods are used:

*Pre-consultation*

- 5.3 A Briefing Paper (Appendix C) was sent out to all Members with an invitation to attend a drop-in session at the Town Hall on 22<sup>nd</sup> January 2018. This was considered an important measure to ensure that all members had sufficient information to deal with any enquiries following the publication of the cabinet papers. Planning officers were on hand to answer questions, and members were able to view the consultation material.
- 5.4 The consultation report and supporting material will be shared with planning officers at neighbouring authorities and DCC in the interests of the Duty to Cooperate.

#### *6 week Public Consultation*

- Advertising - Council website, direct mail out to all Local Plan contacts, Press release, article in council magazine (timings permitting).
- Events - Drop-in sessions at Staveley Healthy Living Centre and Chesterfield town centre (Market Hall).
- Meetings/presentations - Staveley Town Council and Derbyshire Gypsy Liaison Group.
- Individual meetings with planning officers with all Ward members in areas where the six shortlisted sites are located.

### **6.0 Duty to Cooperate implications**

- 6.1 Meeting the need for Gypsies and Travellers is an issue that requires cooperation with neighbouring authorities. The 2015 GTAA recommended that the study area local authorities adopt Housing Market Area (HMA) type collaborative structures to help determine how to jointly meet the accommodation needs of Gypsies and Travellers, with Chesterfield Borough Council, Bolsover District Council and North East Derbyshire District Council forming the North Gypsy and Traveller HMA.
- 6.2 Officers from the three authorities have worked together to achieve some level of consistency in terms of how sites are assessed, but differences remain between the respective methodologies.

6.3 In November Bolsover District Council made a formal request to the council to assist them in meeting their need for Gypsy and Traveller sites. In January this year North East Derbyshire District Council made a similar request. With approval from the cabinet member for Planning officers provided a response to both councils (Appendix D). The main concern is ensuring that both councils have fully explored their own land holdings before seeking the assistance of neighbouring authorities. It is important that the approach we would expect from other authorities is similar to that which is applied to our own site identification and assessment process.

## **7.0 Human resources/people management implications**

7.1 There are no human resources implications at this stage, although the public consultation is likely to require input from officers in the Housing and Communications Teams.

## **8.0 Financial implications**

8.1 The council has set aside a reserve to pay for the examination of the Local Plan. The preparation of evidence and consultation on the draft Local Plan will be paid for from existing budgets.

## **9.0 Legal and data protection implications**

9.1 The plan has been prepared in accordance with The Town and Country Planning (Local Planning) (England) Regulations 2012 (as amended) and the guidance set out in the National Planning Policy Framework and National Planning Policy Guidance.

9.2 The plan has been prepared in accordance with the Duty Co-operate set out in the Localism Act.

## **10.0 Consultation**

10.1 The Gypsy and Traveller Sites Report will be the subject of a minimum of six weeks public consultation in accordance with the council's adopted Statement of Community Involvement.

## **11.0 Risk management**

Description of the Risk	Impact	Likelihood	Mitigating Action	Impact	Likelihood
Objections received to potential sites through consultation	Low/ Med	Certain	Objections assessed, considered and reported in preparing revised plan	High	Certain
A Petition is lodged with the Council.	Med	Medium	Sufficient time in programme to allow for Council meeting and consideration of petition. It is a requirement of national policy to meet the requirement for sites.	Low	Medium
Challenge that the Council has not fully investigated all sources of land for use as gypsy and traveller pitches	Med	Medium	The council to make a clear statement that the garage sites are the only CBC owned land that is currently available	Med	Med
Gypsy and Traveller Sites report is not approved for consultation – Risk of delay to the Local Plan as a whole. This will increase the risk of not being able to find a 5 year supply	High	Low/med	Procure legal advice on approach to five year supply in advance of any appeal	Med	Med

<p>of housing land. Although there is currently a supply, this can change and is liable to be challenged at appeal.</p>					
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## **12.0 Equalities Impact Assessment (EIA)**

12.1 The consultation report does not propose new policies. The policies for Gypsy and Traveller sites are contained within the draft Local Plan. As the Draft Local Plan retains the overall strategy from the adopted Local Plan Core Strategy, a preliminary Equalities Impact Assessment was undertaken, which concluded that the policy and approach to sites has not changed and was therefore previously subject to EIA. This EIA has been updated (Appendix E). At this stage (preparing for consultation), no additional impacts are anticipated as the approach to assessing and allocating sites has not been changed. The EIA will be reviewed again following the consultation and subsequent recommendations. A full EIA assessment will be undertaken prior to 'pre-submission' consultation, the stage before the final plan is submitted to the Secretary of State.

11.2 In addition to the EIA, a Sustainability Appraisal has taken place on all potential sites, taking into consideration (amongst other factors) health and wellbeing and deprivation impact on the communities.

## **13.0 Alternative options and reasons for rejection**

13.1 The alternative approach to identifying, assessing and allocating a site for Gypsy and Travellers, is to rely on windfalls and a criteria based policy for assessing planning applications as and when they are submitted. This approach was considered by officers and dismissed due to the following reasons:

- high level of risk on the soundness of the Draft Local Plan
- increased likelihood of unauthorised encampments
- lack of control over location of sites
- less opportunity for the public to have a say on the location of sites



## **14.0 Recommendations**

- 14.1 That Cabinet agree the Gypsy and Traveller Sites Consultation Report (Appendix A) and associated Sustainability Appraisal (Appendix B) for public consultation.
- 14.2 That Cabinet resolve to retain ownership and control of all the potential sites (including those that passed Stage 2a of the assessment) in order to ensure they remain available until site/s are formally allocated in an adopted Local Plan.
- 14.3 That the Strategic Planning and Key Sites Manager has delegated authority, in consultation with and with the agreement of the Executive member for Planning, to make minor amendments and corrections to the Draft Local Plan and associated material to make it ready for public consultation.
- 14.4 That the consultation report and supporting material are shared with Planning Officers at neighbouring authorities (NEDDC and BDC) and Derbyshire County Council prior to the public consultation in the interests of the Duty to Cooperate.
- 14.5 That Cabinet agrees that the garage sites are the only CBC owned land that is currently available.
- 14.6 That Cabinet notes the responses to the requests from BDC and NEDDC for assistance in meeting their need for gypsy and traveller sites (Appendix D).

## **15.0 Reasons for recommendations**

- 15.1 To allow consultation to be undertaken on Gypsy and Traveller Sites in order to progress the Local Plan in accordance with the council's published Local Development Scheme.
- 15.2 To ensure that potential Gypsy and Traveller sites remain available until site/s are formally allocated in an adopted Local Plan.
- 15.3 To allow for minor amendments to make the consultation report ready for public consultation.

- 15.4 To demonstrate that the council is meeting the Duty to Cooperate.
- 15.5 For the avoidance of doubt and to prevent potential challenge.
- 15.6 To demonstrate that the council is meeting the Duty to Cooperate.

<b>Glossary of Terms</b> <i>(delete table if not relevant)</i>	
<i>NPPF</i>	<i>National Planning Policy Framework</i>
LDF	Local Development Framework
DPD	Development Plan Document
SCI	Statement of Community Involvement
LDS	Local Development Scheme
LAA	Land Availability Assessment
SA	Sustainability Appraisal

### **Decision information**

<b>Key decision number</b>	<i>674</i>
<b>Wards affected</b>	<b>All</b>
<b>Links to Council Plan priorities</b>	<p>A thriving Borough, where everyone has access to the jobs, training and support they need.</p> <p>A clean, green and attractive Borough, where our open spaces and built heritage are valued.</p> <p>A healthy and safe Borough, where the community is free from the fear of crime.</p> <p>A place where everyone has fair access to a decent and affordable home.</p> <p>An inclusive Borough, where everyone feels valued and has equal and fair access to local services.</p>

## **Document information**

<b>Report author</b>		<b>Contact number/email</b>	
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<b>Background documents</b>			
These are unpublished works which have been relied on to a material extent when the report was prepared.			
<b>Appendices to the report</b>			
Appendix A	Consultation Report		
Appendix B	Sustainability Appraisal		
Appendix C	Members Briefing Paper		
Appendix D	Responses to BDC and NEDDC		
Appendix E	Equalities Impact Assessment		

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## Appendix A

### Gypsy And Traveller Sites Consultation Report

#### 1.0 Introduction

#### 1.1 Background

- 1.1.1 Chesterfield Borough Council is working towards a Local Plan that will cover the period to 2033. As part of the Local Plan preparation, the council is trying to identify sites to meet the need for Gypsy and Traveller accommodation in the borough.
- 1.1.2 The term 'Gypsies and Travellers' is difficult to define as it does not constitute a single, homogenous group, but encompasses a range of groups with different histories, cultures and beliefs including: Romany Gypsies, Irish Travellers, Scottish Gypsies/Travellers and Welsh Gypsies/Travellers. There are also Traveller groups which are generally regarded as 'cultural' rather than 'ethnic' Travellers. These include 'New' (Age) Travellers and occupational travellers, such as showmen and waterway travellers.
- 1.1.3 The Equality Act 2010 recognises Romany Gypsies, Scottish Travellers and Irish Travellers as being distinct ethnic groups and protects them from discrimination. There is a statutory duty on public bodies to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations in the course of developing policies and delivering services.
- 1.1.4 The government's guidance Planning Policy for Travellers 2015 states that "The Government's overarching aim is to ensure fair and equal treatment for travellers, in a way that facilitates the traditional and nomadic way of life of Travellers while respecting the interests of the settled community" (paragraph 3). It This guidance takes 'travellers' to mean gypsies and travellers and travelling showpeople. An update of this guidance defines gypsies and travelers as:

*"Persons of nomadic habit of life whatever their race or origin, including such persons who on grounds only of their own or their*

*family's or dependants' educational or health needs or old age have ceased to travel temporarily, but excluding members of an organised group of travelling showpeople or circus people travelling together as such."*

1.1.5 This guidance sets out the considerations that local planning authorities need to take into account in preparing policies for Traveller sites and number of criteria to be considered when allocating new sites for development and requires local planning authorities to ensure that traveller sites are sustainable economically, socially and environmentally. It requires local planning authorities to make a robust assessment of need for sites for travellers and to identify and update annually a supply of sites to meet pitch targets set to meet the need identified.

1.1.6 Nationally, Travellers can face inequalities in terms of access to a range of services, and experience some of the worst outcomes of any group<sup>1</sup>. Ensuring the provision of good quality and a sufficient supply of accommodation for Gypsy and Travellers is key to helping to address these inequalities. By ensuring that there is an adequate supply of pitches on authorised sites, the following can be achieved:

- Conformity with national planning policy and the Equality Act 2010
- Providing decent accommodation for the Travelling Community
- Provide greater opportunities to access a range of facilities particularly health and education, therefore providing better opportunities for improved life outcomes.
- Help to reduce the number of unauthorised sites where Traveller families are more likely to experience poor outcomes in terms of access to health and education services.
- Opportunities for greater social interconnection between the travelling and settled community.

1.1.7 Responses to a number of frequently asked questions are set out in Appendix A.

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<sup>1</sup> House of Commons Library Briefing Paper Number 08083, 28 September 2017 Gypsies and Travellers

## **1.2 The Need for Gypsy and Traveller Pitches**

- 1.2.1 The Derbyshire [Gypsy and Traveller Accommodation Assessment 2015 \(GTAA\)](#) forms the evidence base for the council's approach to meeting the accommodation needs of Gypsies, Travellers and Travelling Showpeople.
- 1.2.3 Within Chesterfield borough the GTAA has identified a need for four permanent pitches for gypsies and travellers (not transit pitches) over the period 2014 to 2019, with no requirement for the remainder of the plan period, and no plots for travelling showpeople over the next 20 years. Part of this requirement has already been met by the grant of planning permission for two pitches.
- 1.2.4 This evidence of need means that the council needs to allocate sites for at least two new permanent Gypsy and Traveller pitches in the new Local Plan.
- 1.2.5 The council is seeking to allocate one site to accommodate two pitches (the need requirement), of a sufficient size that allows some room for family expansion, plus a reserve site of a similar size to be brought forward if required (for example if an updated study shows a need). This is the same approach that is taken for housing, and this is important in the interests of equality as well as the soundness of the Local Plan.

## **1.3 Approach to site identification**

- 1.3.1 There have been a number of opportunities for landowners to put forward sites for consideration for all types of land uses, including traveller pitches:
- Local Plan; Sites and Boundaries Issues and Options document (November 2012)
  - Land Availability Assessment (LAA) Call for Sites (January 2016 – this specifically gave Gypsy and Traveller sites as an option on the response form)
  - Draft Local Plan (January 2017)

1.3.2 In addition, Derbyshire County Council was specifically asked if they have sites available for allocation as a Gypsy or Traveller site. No sites were put forward as available for Gypsy or Traveller use in response to recent calls for sites or from Derbyshire County Council.

1.3.3 Other potential sources of sites that were considered included the strategic sites identified in both the adopted Local Plan and the new Draft Local Plan, where the principle of housing development is supported, therefore Gypsy and Traveller pitches are also supported as one form of housing provision.

- Waterside – this site was rejected because it has full planning permission and development has commenced.
- Staveley Works – this is a very large complex site that is very unlikely to be remediated and ready for development within the time period in which the Gypsy and Traveller pitches are needed (i.e. before 2019). This site could be considered for pitches in the future if an updated GTAA identifies additional need.
- Dunston – this was included in the Draft Local Plan as a potential reserved site for future development needs and as such will not be available to meet the current need for pitches. Should this site proceed to formal allocation in the new Local Plan it could be considered for pitches in the future if an updated GTAA identifies additional need.

1.3.4 The other potential source of Gypsy and Traveller sites are suitable sites currently in the Green Belt, where the site could be inset from the Green Belt. No such sites have been put forward to the council for consideration. Sites in the Green Belt for any form of housing (including pitches) are not considered appropriate as there is sufficient land within the borough to accommodate new development without the need to review the Green Belt. The council is committed to working with neighbouring authorities on a strategic review of the Green Belt should this become necessary. However, at the current time no exceptional circumstances have been identified to warrant altering Green Belt boundaries within Chesterfield borough.



1.3.5 As a result, the focus has turned onto sites owned by the council. In particular, garage sites were investigated for two main reasons:

- The council's Housing Service has been doing a review of garage 'plot' sites with a view to disposal where appropriate
- Garage sites tend to be located in or on the edge of the existing urban area and are not 'large', therefore are a reasonable potential source of land supply for meeting the borough's need for Gypsy and Traveller accommodation.

1.3.6 A total of 46 garage sites were identified.

## **1.4 Purpose of this report**

1.4.1 The purpose of this report is to explain why the council needs to find sites for Gypsy and Traveller pitches, how sites were identified and what the assessment process was. This report is a consultation document and should, along with the Sustainability Appraisal (SA) Report and Land Availability Assessment methodologies, provide sufficient information to enable people and organisations to make comments on the Gypsy and Traveller site options.

1.4.2 The findings of the site assessments as set out in this report along with the SA of Gypsy and Traveller site options will help to inform the council's site selection process and therefore the decision on what site/s will be selected for allocation in the Local Plan. It should be noted that other material planning and feasibility considerations can also play a key role in the decision-making process.

1.4.3 Section 2 of this consultation document sets out the council's approach to site assessment, including information on which sites have been rejected and why (set out in appendices).

1.4.4 Section 3 sets out the results of the detailed assessment of the sites that have been shortlisted as Gypsy and Traveller site options.

1.4.5 Section 4 provides concluding comments, a summary of the assessment of the site options, information on what happens next, and details about how to make comments.

## **2.0 Approach to site assessment**

### **2.1 Stages of site assessment**

2.1.1 The 46 sites were assessed using a three stage Land Availability Assessment (LAA). The methodologies for the LAA are available on the council website ([www.chesterfield.gov.uk](http://www.chesterfield.gov.uk)) and at the locations as noted in section 4.3.

#### Initial Site Assessment Criteria (Stage 1)

2.1.2 This stage assesses sites on fundamental criteria of site size and availability, with some limited suitability screening including whether or not the site is within either a Nature Conservation Designation or the Green Belt.

2.1.3 22 sites did not pass Stage 1 and were rejected as they did not meet the minimum size threshold and/or were unavailable (see Appendix C for a list of these sites).

#### Initial Site Assessment Criteria (Stage 2a)

2.1.4 This stage assesses sites on a wider range of suitability criteria, including:

- Physical constraints such as flood risk, land stability, and compatibility with surrounding land uses
- Access to and impact on local highways
- Access to key services and facilities
- Achievability/viability

2.1.5 A total of 24 available sites have been assessed in line with the Stage 2a [Land Availability Assessment](#). Of the 24 sites that have been assessed, 18 have been rejected for further consideration (see Appendix D for a list of these sites). It is important to note

that these sites may need to be reconsidered if there are no other suitable, available and deliverable sites.

2.1.6 In addition to these sites, the existing Gypsy and Traveller site was considered for expansion, but this option was rejected due to land stability and contamination issues as evidenced by information and studies submitted as part of the planning application.

2.1.7 Six sites have passed the first two stages of the LAA and have therefore been shortlisted for more detailed assessment under Stage 2b of the LAA and the Detailed Gypsy and Traveller Assessment.

#### Detailed Site Assessment Criteria (Stage 2b)

2.1.8 This stage assesses sites against detailed criteria including:

- Walking and cycling accessibility
- Capacity of physical infrastructure e.g. water supply
- Capacity of social infrastructure e.g. schools and GPs
- Impact on green infrastructure e.g. public open spaces
- Impact on biodiversity and landscape character
- Pollution
- Impact on amenity
- Impact on heritage

#### Gypsy and Traveller Sites Detailed Assessment

2.1.9 In order to accord fully with government guidance 'Planning Practice for Traveller Sites' (2015) the council prepared a specific methodology for assessing sites including criteria on:

- Site size and capacity for pitches and phasing
- Scope for live/work (mixed use)
- Adequacy of drinking water, sewerage provision and gas or electricity
- Scale of a site in relation to the nearest settled community to which it relates

- Degree to which the site might promote peaceful and integrated co-existence between the sites occupiers and the local community

## **2.2 Sustainability Appraisal**

2.2.1 The six shortlisted sites have also been subject to Sustainability Appraisal. The SA report is available to view on the website ([www.chesterfield.gov.uk](http://www.chesterfield.gov.uk)) and in the locations stated in section 4 of this report on How to Comment) This is a requirement of Section 19(5) of the Planning and Compulsory Act 2004 and helps the council guide the selection and development of policies and proposals in terms of their potential social, environmental and economic effects. The SA plays an important role in demonstrating that a local plan reflects sustainability objectives and has considered reasonable alternatives.

## **2.3 Technical Consultation**

2.3.1 Internal consultation with the following service areas was carried out.

- Drainage (Engineering Services)
- Development Management including Conservation, Trees and Urban Design
- Environmental Protection
- Housing
- Leisure Services
- Private Sector Housing
- Corporate Policy and Communications
- Community Safety
- Legal Services
- Asset Management

2.3.2 Comments were received from Engineering, Housing and Leisure Services and were taken into account in the assessment of sites.

2.3.3 External consultation was carried out with the Derbyshire County Council Highways Authority on matters of highways access, safety and traffic impact, and also Derbyshire County Council with regard to accessibility information. Comments were received from the

Highway Authority and were taken into account in the assessment of sites.

### 3.0 Gypsy and Traveller Site Options

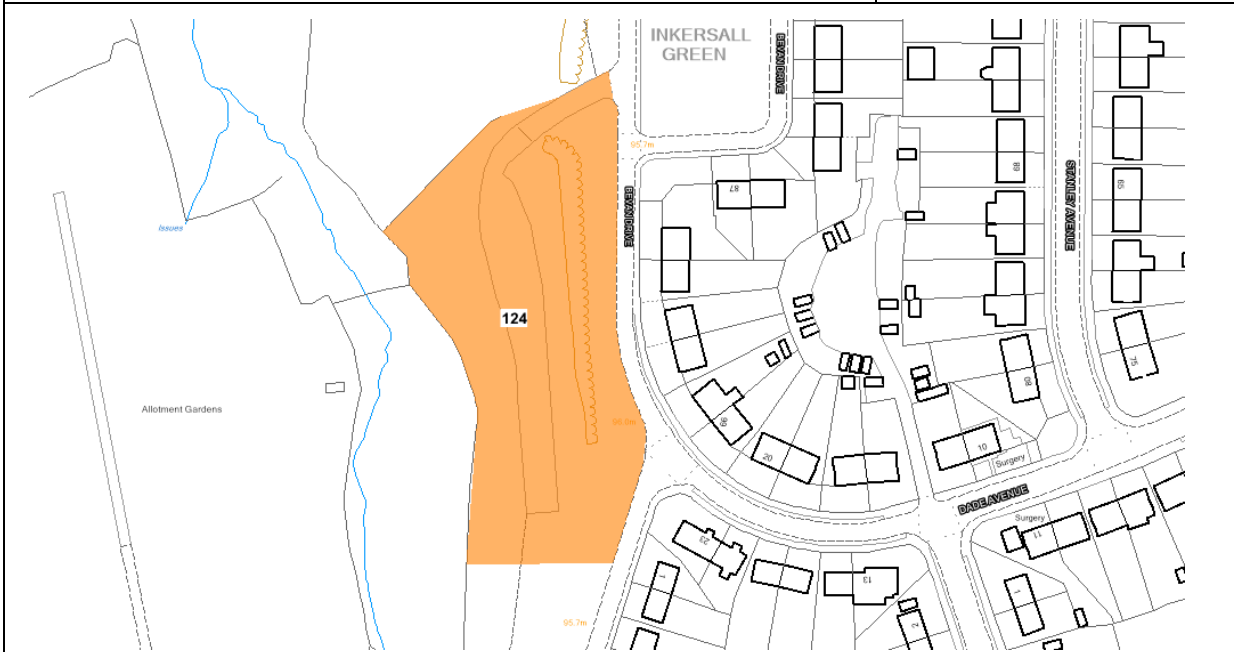
3.1 The six site options are those that are considered to be the most suitable, available and viable following the site assessment. This section of the report provides a summary of each site.

<b>Site 32 Miller Avenue, Mastin Moor</b>		<b>0.41 hectares/4101m<sup>2</sup></b>
<b>Green Infrastructure and Biodiversity</b>	<p>Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.</p> <p>Potential impact on biodiversity given boundary vegetation. Garages unlikely to be suitable for bat roosts due to modern style of construction.</p> <p>Potential minor but mitigable impact on landscape character given that the site is an extension of an existing settlement into open countryside.</p> <p>No adverse impacts on green wedge/strategic gap.</p>	
	<p><b>Heritage</b> No adverse impacts on heritage.</p>	
	<p><b>Flood Risk and</b> Flood zone 1 and surface water flood risk very low.</p>	

<b>Other Constraints</b>	<p>No known land stability or land contamination constraints.</p> <p>No adverse impacts on air pollution.</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p> <p>Within a Regeneration Priority Area.</p>
<b>Accessibility</b>	<p>Good - the site is within 15 minutes by foot, bicycle or public transport to a centre, primary school and GP, and within 20 minutes to a secondary school.</p> <p>Significant access or highway safety issues are unlikely.</p>
<b>Infrastructure (GP and Schools)</b>	<p>Sufficient capacity in education infrastructure (Norbriggs Primary School, Netherthorpe School and Springwell Community College) and health (GP Royal Primary Care).</p>
<b>Open Space and Amenity</b>	<p>Capacity of local public open space is unknown (this is the case for all LAA sites as the Council's Public Open Space Assessment has not yet been updated to be NPPF compliant).</p>
<b>Gypsy and Traveller Specific LAA Criteria</b>	<p>Slope on western side of the site will reduce developable area to around 2000 sqm.</p> <p>Good size and phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is good.</p> <p>Drinking water supply potential is moderate. Water Supply 60m to south. 225mm dia. surface water and 150mm dia. Foul immediately adjacent.</p> <p>The access would accommodate a light goods vehicle without problems.</p>
<b>Comments from internal consultation</b>	<p>Housing Services object as the site is being considered for housing redevelopment in connection with wider regeneration.</p>

**Site 124 Bevan Drive, Inkersall**

**0.61  
hectares/6059m<sup>2</sup>**

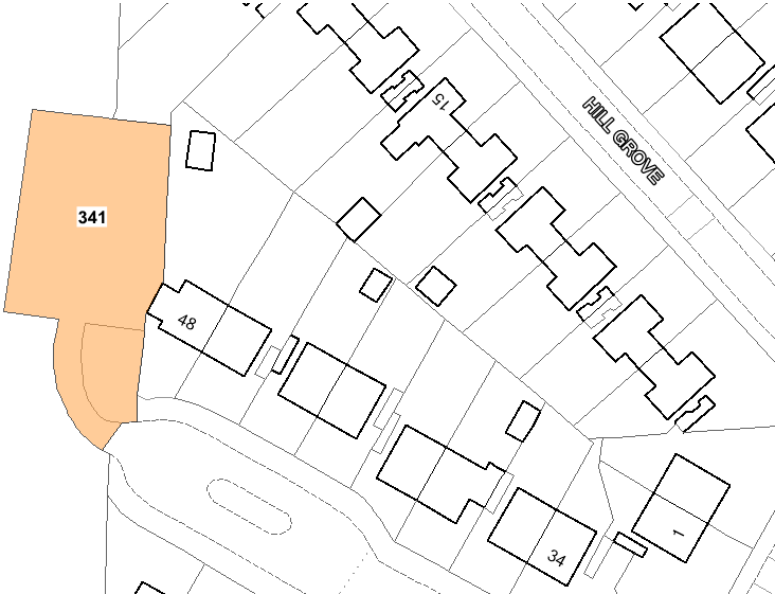


**Green  
Infrastructure  
and  
Biodiversity**

Site is within Westwood and Parkers Wood Local Wildlife Site. The majority of the site is located within an area identified as Ancient Woodland and at present there is insufficient information on impact. Site includes areas of hardstanding which could have

	<p>development potential.</p> <p>No adverse impacts on green wedge/strategic gap, amenity of locality, or air pollution.</p>
<b>Heritage</b>	No adverse impacts on heritage.
<b>Flood Risk and Other Constraints</b>	<p>Small areas of low surface water flooding risk on site.</p> <p>Flood zone 1 FZ1. Small areas of low surface water flooding risk on site.</p> <p>Land contamination assessment required due to former use and potential for asbestos (EHO).</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p>
<b>Accessibility</b>	<p>Excellent. The site is within 800 metres of a centre, primary and secondary school, and GP.</p> <p>The Highway Authority states that any significant access or highway safety issues are unlikely.</p>
<b>Infrastructure (GP and Schools)</b>	Sufficient capacity in education infrastructure and health (GP Royal Primary Care).
<b>Open Space and Amenity</b>	Capacity of local public open space is unknown (this is the case for all LAA sites as the Council's Public Open Space Assessment has not yet been updated to be NPPF compliant).
<b>Gypsy and Traveller Specific LAA Criteria</b>	<p>Good size and phasing potential.</p> <p>Scale of site is subservient to settlement.</p> <p>Boundary landscape is inadequate but mitigatable.</p> <p>May need pumping of foul to mains due to levels.</p>

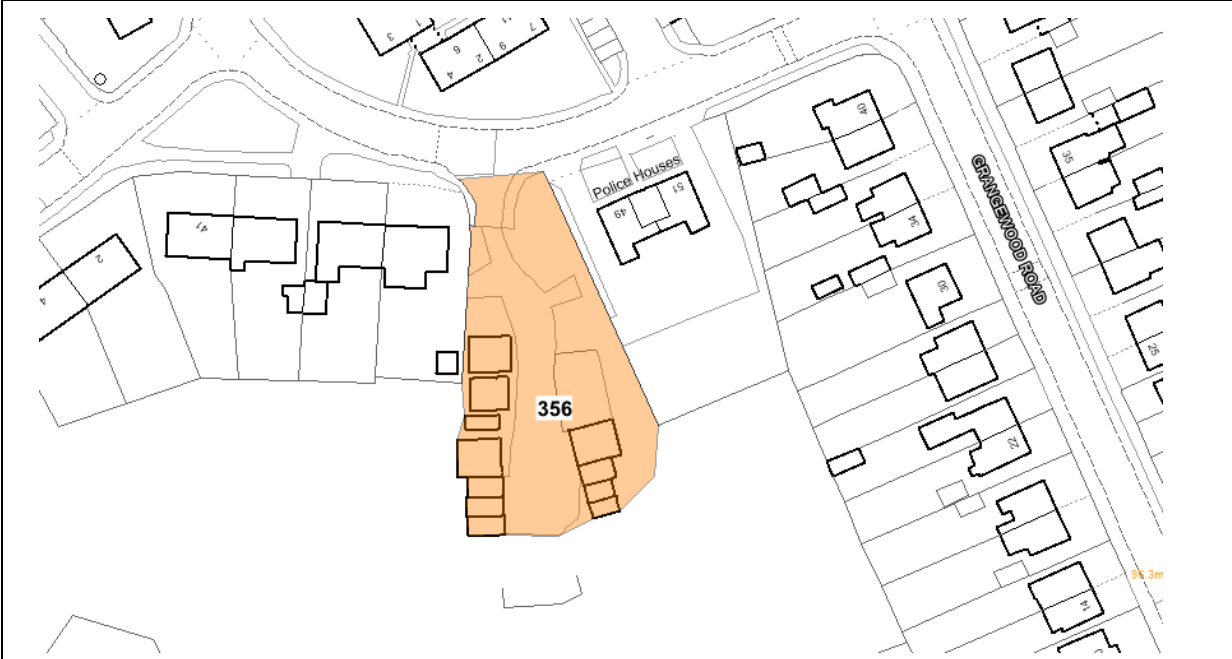


<b>Site 341: Brooks Road, Barrow Hill</b>	<b>0.07 hectares / 700m<sup>2</sup></b>
	
<b>Green Infrastructure and Biodiversity</b>	<p>Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.</p> <p>No adverse impacts on biodiversity</p> <p>Potential minor but mitigable impact on landscape character given that the site borders open countryside.</p> <p>No adverse impacts on green wedge/strategic gap.</p>
<b>Heritage</b>	<p>No adverse impacts on heritage.</p>
<b>Flood Risk and Other Constraints</b>	<p>Flood zone 1 and surface water flood risk very low. No known land stability or land contamination constraints.</p>

	<p>No adverse impacts on air pollution.</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p>
<b>Accessibility</b>	<p>Good - the site is within 15 minutes by foot, bicycle or public transport to a centre, primary school and GP, and within 20 minutes to a secondary school.</p> <p>Significant access or highway safety issues are unlikely although note that two way traffic through the access isn't likely to be possible.</p>
<b>Infrastructure (GP and Schools)</b>	<p>Potential issue with capacity in education infrastructure. Sufficient capacity in health (GP Royal Primary Care).</p>
<b>Open Space and Amenity</b>	<p>Capacity of local public open space is unknown (pending an update of the Council's Public Open Space Assessment).</p> <p>No adverse impacts on amenity of locality or amenity on site.</p>
<b>Gypsy and Traveller Specific LAA Criteria</b>	<p>Moderate size but poor phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is excellent. Drinking water supply potential is excellent. 225mm dia. surface water and 225mm dia. Foul in Brooks Road.</p>

**Site 356 Birchwood Crescent, Grangewood**

**0.16  
hectares/1589m<sup>2</sup>**



<b>Green Infrastructure and Biodiversity</b>	<p>Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.</p> <p>No adverse impacts on biodiversity or landscape character.</p> <p>No adverse impacts on green wedge/strategic gap, amenity of locality.</p>
<b>Heritage</b>	<p>No adverse impacts on heritage.</p>
<b>Flood Risk and Other Constraints</b>	<p>Flood zone 1 FZ1. Lower part of site has a medium risk of surface water flooding, and a minor overlap with high risk area. No known land stability or land contamination constraints.</p> <p>No adverse impacts on air pollution.</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p> <p>Within a Regeneration Priority Area</p>
<b>Accessibility</b>	<p>Good - the site is within 800 metres of a centre,</p>

	<p>primary school and GP and within 15 minutes by foot, bicycle or public transport to a secondary school.</p> <p>Significant access or highway safety issues are unlikely. The Highway Authority request replacement off-street parking but there is no evidence that the loss of the site would cause a significant on-street parking or highway safety problem. Highway Authority note that the access may need to be widened (there is space within the site to do so).</p>
<b>Infrastructure (GP and Schools)</b>	Sufficient capacity in education infrastructure and health (GP Royal Primary Care).
<b>Open Space and Amenity</b>	<p>Capacity of local public open space is unknown (pending an update of the Council's Public Open Space Assessment).</p> <p>Potential impact on site amenity due to a degree of overlooking and need for boundary screening but mitigable.</p>
<b>Gypsy and Traveller Specific LAA Criteria</b>	<p>Good size but poor phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is good. Drinking water supply potential is excellent. 225mm dia. surface Water and 225mm dia. Foul cross the site.</p>
<b>Comments from internal consultation</b>	<p>Housing object as no current intention to dispose.</p> <p>Leisure Services objection due to impact on open space.</p>

**Site 358 Atlee Road, Inkersall**

**0.16  
hectares/1600m<sup>2</sup>**



**Green Infrastructure and Biodiversity**

Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.

No adverse impacts on biodiversity or landscape character.

No adverse impacts on green wedge/strategic gap, amenity of locality.

**Heritage**

No adverse impacts on heritage.

**Flood Risk and Other Constraints**

Flood zone 1 and no surface water flood risk. No known land stability or land contamination constraints.

No adverse impacts on air pollution.

No natural or topographical obstacles.

No known constraints to physical infrastructure.

**Accessibility**

Excellent. The site is within 800metres of a centre, primary and secondary school, and GP.

	<p>Potential access or highway safety issues as the width of the sites access poses a significant constraint to any intensification of use. The access is likely to be unsuitable for vehicles with trailers and would need modification within highway land to prevent over-run of light goods vehicles and/or trailers. The Highway Authority has not confirmed if they would accept alterations to the highway to accommodate access for light goods vehicles and trailers. The Highway Authority request replacement off street parking but there is no evidence that the loss of the site would cause a significant on-street parking or highway safety problem.</p>
<b>Infrastructure (GP and Schools)</b>	<p>Sufficient capacity in education infrastructure and health (GP Royal Primary Care).</p>
<b>Open Space and Amenity</b>	<p>Capacity of local public open space is unknown (pending an update of the Council's Public Open Space Assessment).</p> <p>Potential adverse impacts on site amenity as the site feels overlooked on two sides and given the overlooking is at first floor level mitigation may not be feasible.</p>
<b>Gypsy and Traveller Specific LAA Criteria</b>	<p>Good size but poor phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is moderate. Drinking water supply potential is good. 225mm dia. surface water in Attlee Road and 225mm dia. Foul approx. 30m to the East of the site along Attlee Road</p>
<b>Comments from internal consultation</b>	<p>Housing object as the site is overlooked on all sides.</p>

**Site 365 Keswick Drive, Newbold**

**0.13  
hectares/1300m<sup>2</sup>**



**Green Infrastructure and Biodiversity**

Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.

No adverse impacts on biodiversity or landscape character.

No adverse impacts on green wedge/strategic gap, amenity of locality.

**Heritage**

No adverse impacts on heritage.

**Flood Risk and Other Constraints**

Flood zone 1 and no surface water flood risk. No known land stability or land contamination constraints.

No adverse impacts on air pollution.

No natural or topographical obstacles.

No known constraints to physical infrastructure.

**Accessibility**

Excellent. The site is within 800metres of a centre, primary and secondary school, and GP.

Potential access or highway safety issues as the width

	<p>of the sites access poses a significant constraint to any intensification of use. The access is likely to be unsuitable for vehicles with trailers and would need modification within highway land to prevent over-run of light goods vehicles and/or trailers. The Highway Authority has not confirmed if they would accept alterations to the highway to accommodate access for light goods vehicles and trailers. The Highway Authority request replacement off-street parking but there is no evidence that the loss of the site would cause a significant on-street parking or highway safety problem.</p>
<b>Infrastructure (GP and Schools)</b>	<p>Sufficient capacity in education infrastructure and health (GP Royal Primary Care).</p>
<b>Open Space and Amenity</b>	<p>Capacity of local public open space is unknown (pending an update of the Council's Public Open Space Assessment).</p> <p>Potential adverse impacts on site amenity as there is a degree of overlooking but this is likely to be mitigable.</p>
<b>Gypsy and Traveller Specific LAA Criteria</b>	<p>Good size but poor phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is moderate. Drinking water supply potential is excellent. 225mm dia. surface water approx. 40m North and 225mm dia. Foul approx. 75m North in Keswick Drive.</p>



## **4.0 Conclusions and Next Steps**

This section briefly summarises the key conclusions from the report and sets out the next steps, including details of how to comment on this report.

### **4.1 Summary of Site Assessments**

- 4.1.1 The site assessments so far indicate that there are different impacts that would need to be addressed with all the six sites.
- 4.1.2 The larger sites with scope for some live/work element (Miller Avenue and Birchwood Crescent) may need mitigation to ensure that impacts arising from any work element on neighbours amenity are acceptable due to the proximity to residential properties.
- 4.1.3 In determining the suitability of sites it is important to consider the proximity of the sites to the settled community and the extent to which sites would be overlooked by existing residential properties and vice versa. This is an issue for three of the six sites. The three sites that will not be overlooked (Miller Avenue, Bevan Drive and Brooks Road) are those that border open countryside, and therefore have a potential impact on landscape character and/or biodiversity.
- 4.1.5 Key conclusions from the Sustainability Appraisal are that aside from the potential significant negative impact on biodiversity of Bevan Drive in Inkersall, the effects on the Sustainability Appraisal objectives are largely positive or neutral, although the site in Grangewood may require mitigation due to surface water flood risk.

### **4.2 Next Steps**

- 4.2.1 The Council will take into account responses to this consultation (on both this report and the accompanying SA Report) including those from the public and statutory authorities and if the Council comes to the decision that a site is appropriate for use as a Gypsy or Traveller site, then it will be proposed for allocation in the new Local Plan.

4.2.2 The new Local Plan will be published for public consultation and 'submitted' to the Government for examination. The version of the new Local Plan submitted to Government will be accompanied by supporting documents, including a Statement of Representations that sets out details of who was consulted when preparing the Plan and how the main issues raised have been addressed. This provides a formal opportunity for the local community and other interests to comment on the 'soundness' of any proposed Gypsy or Traveller site allocation(s). An independent Inspector will be appointed to consider the soundness of the Plan i.e. is it justified, effective (deliverable) and consistent with national policy. Everyone who makes an objection has the right to appear at the Inquiry. The Inspector will then make recommendations for the Council to consider.

4.2.3 Allocated sites will still have to go through the planning application process to determine the detailed aspects of development such as design, highways access and landscaping before development can commence. This will mean further information in the form of ecology and highways assessments may still be required on individual sites to gain planning permission and further local consultation will take place for any planning application with residents having an opportunity to make comments on the detailed design and layout of a site.

4.2.4 The findings of the site assessments and the sustainability appraisal, and the responses to the consultation on Gypsy and Traveller sites (both the consultation document itself and the accompanying SA) will be used in the next (and subsequent) stage(s) of Local Plan development (and accompanying SA reporting).

### **4.3 How to Comment on this Report**

4.3.1 This Report and accompanying SA Report will be subject to a **6 week consultation period from Monday 12<sup>th</sup> February 2018 to 5pm on Monday 26<sup>th</sup> March 2018.**

4.3.2 The council is seeking comments on any aspect of this consultation, including the SA Report and the LAA site assessment methodologies.

4.3.3 It is important to note that the 2015 Gypsy and Traveller Accommodation Assessment (the document that identifies how many sites are needed) is evidence published by Derbyshire County Council and as such comments on this are not being sought.

4.3.4 Planning officers will be available to answer surface waterer questions at the following events:

#### Drop in Sessions

- Chesterfield Town Centre – Market Hall Meeting Room 10am – 8pm XX 2018
- Staveley Healthy Living Centre 10am – 8pm XX 2018

4.3.5 This report, the Sustainability Appraisal Report, the site assessment methodologies and Response Forms are available on the council website [www.chesterfield.gov.uk/gypsyandtravellersites](http://www.chesterfield.gov.uk/gypsyandtravellersites) and to view at the Customer Contact Centre 85 New Square, Chesterfield, S40 1AH and Chesterfield Library.

4.3.6 Please note that comments cannot be treated confidentially and will be made available on the council website along with the respondents name. Please also be aware that representations which are discriminatory will be omitted from the decision making process. Discriminatory comments may be referred to the Equality and Human Rights Commission (EHRC) or to the police.

### **This Consultation: How to Give Us Your Views**

**We would welcome your views on any aspect of this Report.**

**Please provide your comments by 5pm Monday 26<sup>th</sup> March 2018. Comments should be sent to:**

**By email: [local.plan@chesterfield.gov.uk](mailto:local.plan@chesterfield.gov.uk)**

**By post: Strategic Planning and Key Sites Chesterfield Borough Council, Town Hall, Rose Hill, Chesterfield S40 1LP**

## Frequently Asked Questions

### **Q: Who are Gypsies and Travellers?**

For planning purposes Gypsies and Travellers are defined as:

*"Persons of nomadic habit of life whatever their race or origin, including such persons who on grounds only of their own or their family's or dependants' educational or health needs or old age have ceased to travel temporarily, but excluding members of an organised group of travelling showpeople or circus people travelling together as such."*(Planning Policy for Traveller sites, CLG, 2015 update.)

Within the main definition are a number of cultural groups, including:

- Romany gypsies
- Irish Travellers and
- New Travellers

Romany gypsies and Irish travellers are recognised in law as distinct ethnic groups and legally protected from discrimination under the Equalities Act 2010.

### **Q: Why does Chesterfield Borough need Gypsy and Traveller sites?**

Gypsies and Travellers face the most serious disadvantages of all ethnic minority groups with a much shorter life expectancy, high child mortality rates and the lowest educational attainment. The lack of legal sites make accessing key services and facilities much harder.

Councils are required by law to assess the accommodation needs of all people living in the area they are responsible for; this includes Gypsies and Travellers. A detailed study carried out on behalf of all Derbyshire local authorities identified that 4 new permanent residential pitches need to be built for Gypsies and Travellers in the borough over the period to 2019.

Chesterfield Borough Council now has one authorised permanent sites with two pitches following the granting of planning permission. This leaves a need for two pitches.

### **Q: What is the difference between permanent and transit sites?**

There is a significant shortage of permanent residential sites nationwide. Permanent sites can either be provided by local authorities, Registered Providers or owned by Gypsies and Travellers themselves. The sites are used as a long-term residence and typically have a number of amenities, including water supply, electricity, individual toilets and utility rooms.

Transit sites are permanent developments, but are for temporary residence, allowing people to reside legally on serviced land without the need to resort to unauthorised encampment. By providing transit pitches the Council will be able to offer a legal solution to those wanting to stop temporarily in the borough. Facilities on transit sites are usually more basic than on permanent sites and stays are limited to a period set by a site manager. Management of transit sites limits the length of stays. All transit sites are subject to rent and council tax.

### **Q: Shouldn't Travellers be 'travelling'?**

Not all Gypsies and Travellers live an itinerant lifestyle. Some groups are highly mobile, moving on to find work elsewhere and others live permanently in one area or only travel for a few weeks or months of the year. The main reason for travelling is to work, follow fairs and visit family and so a 'base' site is required from which to live when not travelling.

As Gypsies and Travellers grow older and become less able to travel on a regular basis, some require a safe and secure stopping place where they can maintain the cultural traditions of being a Gypsy or Traveller. Gypsies and Travellers also sometimes stop travelling temporarily to care for sick or elderly relatives or to continue a child's education. Families will then normally take up the travelling way of life again following these events. National planning guidance recognises the needs of Gypsies and Travellers even when they may have ceased to travel temporarily or permanently.

### **Q: How will residents' comments be taken into account?**

Residents comments will be fully reported to Cabinet, and will inform any decisions made should the Council allocate a site. Significant levels of objection to a site will not necessarily mean that a site is not considered suitable for allocation, but it may inform any measures that

need to be in place to try and address any concerns. For example, this could be in terms of access arrangements or landscaping to provide privacy.

Representations that are discriminatory will be omitted from the decision making process. A discriminatory representation is one which could include words, phrases or comments which are likely to:

- Be offensive to a particular group,
- Be abusive, insulting or threatening,
- Apply pressure to discriminate, or
- Stir up hatred or contempt of a particular part of the community.

Discriminatory comments may be referred to the Equality and Human Rights Commission (EHRC) or to the police.

**Q: What benefit to the (settled) community will new sites provide?**

If sites can be identified through the planning process it should reduce the need for unauthorised encampments which often cause conflict with the settled community and can cost the Council money if legal action has to be taken. It arguably is better for all members of the community if sites can be identified by agreement following consultation in suitable locations as it provides an opportunity for communities to have their say before any decisions are made on sites. By taking a positive approach the Council should have greater control over the type, location and size of sites. It also means that if illegal encampments occur in the borough the Council will be far more likely to be successful if it has to take action against those sites..

**Q: What happens if planning permission is sought for sites that are not allocated?**

Allocating sites to meet the identified needs does not mean that planning permission cannot be sought on other unallocated sites. The Local Plan has a policy which sets criteria for making decisions in cases where an unanticipated need for a site arises and a planning application is submitted for a traveller site on land that is not allocated for traveller pitches. This is less likely to happen if enough sites are allocated and a reserved site is set aside.

**Q: Can you build houses on a site allocated for traveller pitches?**

No. Not without obtaining planning permission for a change of use.

**Q: What is likely to be on a traveller pitch?**

An average sized family pitch would be capable of containing a single storey amenity building, a large trailer and touring caravan, parking space for two vehicles and a small garden area. It would also include a static caravan and a hard standing for a storage shed and drying. It might also include space for family on a short term visit.

**Q: Can a business be operated from a traveller site?**

Yes. A Traveller can live and work from a site provided there are no unacceptable impacts to highway safety and the local environment (including future and neighbouring occupier's amenities). This would take into account matters such as; the sensitivity of neighbouring land uses to effects such as noise from working and disturbance from traffic, local ecology, prominence to view, access and boundary treatments. Employment uses would require separate planning consent. Conditions can be imposed on any planning permission to restrict commercial activities on site.

**Q: How is the impact on local communities being assessed?**

The impact on the amenity of neighbouring residents is taken into account in the assessment of sites as well as the impact of locations on the future occupants of potential sites. The scale of the site in relation to the nearest settled community to which it relates is considered, along with the degree to which the site might promote peaceful and integrated co-existence between the sites occupiers and the local community.

Policy CS12 in the Core Strategy and in the draft new Local Plan, against which planning applications for Gypsy and Traveller sites will be considered, will ensure that a site will have satisfactory boundary treatment to ensure privacy and maintain visual amenities.

**Q: What happens if the council does not allocate sites for travellers?**



If sites to meet the need are not allocated the Local Plan (which allocates land for all types of development) will not be considered 'sound' by a planning inspector. This means that development may take place in areas that the council and communities want to protect such as the green spaces between settlements. It will have a negative impact on the economy and jobs if sites aren't allocated for new business and industrial uses. There is also a risk that if the council doesn't have a Local Plan in place, the government will step in and there will be a loss of local control over where development goes in the borough.

**Q: What happens if there are unauthorised encampments?**

The same process as is the case now. For more information see [http://www.derbyshire.gov.uk/environment/land\\_premises/traveller\\_sites/gypsies\\_travellers\\_law/](http://www.derbyshire.gov.uk/environment/land_premises/traveller_sites/gypsies_travellers_law/)

**Q: Who will pay for the development of sites?**

The Council is only committed to identifying sites but is not legally obliged to develop sites. The Council could decide to develop site(s) but site development may also be brought forward by private individuals or Registered Providers such as Housing Associations. Site development costs would fall to the individual developer, and would include paying for site infrastructure, such as connection to utilities and mains sewerage, as well as any remediation works that may be required to make a site acceptable. Running costs of sites will depend on tenure but could be met by rents if owned by a Registered Provider

**Q: Will the residents of the sites pay tax?**

As with all other residential properties, each pitch will be assessed by the local taxation officer and given a council tax rating. Residents will then pay the appropriate level of council tax for their property. Charges for water, electricity and other amenities are also paid on Traveller sites. Gypsies and Travellers are subject to the same law enforcement rules as the settled community for non-payment of taxes.

**Q: How will the Council control unauthorised expansion of sites?**

Unauthorised expansion of sites could be addressed in the detailed design stage, so that this is made physically difficult. Any unauthorised

expansion of sites would be dealt with by the Council in partnership with the police and other relevant agencies. If the Council makes adequate provision for Gypsy and Traveller accommodation needs by identifying sites to be allocated for authorised use in the first place then the pressure to expand sites in an unauthorised way should be reduced.

**Q: Are we meeting local Gypsy and Traveller needs or those from elsewhere?**

Gypsy and Traveller Accommodation Needs Assessments (GTAA) identify need from people living in unauthorised sites or sites with only temporary planning permission in the study area (Derbyshire and East Staffordshire). They also identify where existing sites in the study area are overcrowded, and also include an allowance for family growth, the same as for settled communities. In this way need is attributed to local areas. Historically Chesterfield has not seen as many unauthorised or authorised sites as surrounding Local Authority areas and as a consequence has not been attributed as significant a need as other areas such as North East Derbyshire or Bolsover in the GTAA. However, neighbouring Local Authorities can ask Chesterfield Council to accommodate any need that they cannot find sites for and Chesterfield Council would have to decide whether or not to do so and give sound reasons for any decision it made on the matter. It is worth bearing in mind that in the same way as members of the settled community, gypsies and Travellers may decide they wish to live in a different area so people will come and go from one area to another.

**Q: What are the Council's legal obligations to conduct this work?**

**Housing and Planning Act (2016)**

Section 124 of the Housing and Planning Act 2016 removes the duty on local authorities under the Housing Act 2004 to assess the accommodation needs of Gypsies and travellers in their area as a distinct category. Instead, it specifies that local housing authorities should consider the needs of people "residing in or resorting to their district with respect to the provision of sites on which caravans can be stationed, or places on inland waterways where houseboats can be moored".

In March 2016, the Department for Communities and Local Government

published draft guidance on how it expects local authorities to interpret this provision. [This draft guidance can be found through this link.](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/507289/clause_115_draft_guidance.pdf)

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/507289/clause\\_115\\_draft\\_guidance.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/507289/clause_115_draft_guidance.pdf)

## **Planning Policy for Travellers Sites**

The national planning guidance set out in Planning Policy for Traveller Sites is to be read alongside the general policies of the National Planning Policy Framework. The guidance, first issued in 2012, places a requirement on local authorities to set pitch targets for Gypsies and Travellers and plot targets for Travelling Showpeople which address the likely permanent and transit site accommodation needs of their area. To set those pitch and plot targets local authorities should prepare and maintain an up-to-date understanding of accommodation need using a robust evidence base.

In addition to setting pitch targets local authorities are required to identify a supply of specific deliverable sites, sufficient to provide five years' worth of sites against the locally set targets. There is also a requirement to plan for a further 10 years' supply of sites.

Planning Policy for Traveller Sites was updated in August 2015. It amends the planning definition of travellers to limit it to those who have a nomadic habit of life, meaning that where someone has given up travelling permanently they should be treated no different from the settled population.

It also restricts circumstances in which temporary permission for Gypsy sites may be given in the Green Belt. It updates policy so that a lack of an up-to-date five-year supply of deliverable sites is not a significant material consideration in planning decisions involving the grant of temporary planning permission in sensitive areas, such as land designated as Green Belt. Councils are now expected to "very strictly limit" new traveller sites in open countryside.

## **Equality Act (2010)**

The Act does not define race, however case law has established that Roma gypsies and Irish travellers are covered by the protected characteristic of race for the Equality Act 2010.

Local authorities have a duty under the Equality Act to actively seek to eliminate unlawful discrimination, advance equality of opportunity and promote good race relations.

# **Gypsy and Traveller Sites – Detailed Site Assessment Methodology**

## **1. Introduction**

- 1.1 The Local Plan Steering Group (LPSG) in January 2016 agreed an approach and methodology for identifying and assessing sites for Traveller accommodation in the borough. That approved methodology takes a step by step approach which considers the suitability, availability and viability of land.
- 1.2 However, the agreed approach acknowledged that a more detailed methodology for assessing specific aspects of viability and suitability would be needed. The following report sets out that more detailed methodology and also updates the LPSG on progress towards identifying suitable sites. It also provides further clarification of the assessment of availability for potential Traveller sites.

## **2. Policy Context**

### **National Planning Policy Framework (NPPF)**

- 2.1 The National Planning Policy Framework clearly sets out the role of the planning system in significantly boosting the supply of housing. In plan-making, local planning authorities are directed to plan positively to meet the housing needs of an area and respond to market signals such as housing affordability in order to deliver a wide choice of high quality homes, widen opportunities for home ownership and create sustainable, inclusive and mixed communities.
- 2.2 To deliver this, paragraph 50 states that local planning authorities should plan for a mix of housing based on demographic and market trends as well as the specific needs of different groups in the community. Furthermore, it directs planning authorities to identify the size, type, tenure and range of housing required in particular locations.

### **Planning Policy for Traveller Sites**

- 2.3 The government published a separate planning document alongside the NPPF with a specific focus on providing traveller

accommodation. 'Planning policy for traveller sites' (PPTS August 2015) requires local authorities to:

- make their own assessment of need for the purposes of planning
- set pitch and plot targets for permanent and transit accommodation
- identify a five year supply of specific and deliverable sites against locally set targets
- identify a supply of specific developable sites or broad locations for growth , for years 6 to10 and where possible for year 11to15
- consider production of joint development plans that set targets on a cross-authority basis, to provide more flexibility in identifying sites, particularly if a local planning authority has special or strict planning constraints across its area (local planning authorities have a duty to cooperate on planning issues that cross administrative boundaries)

2.4 PPTS aims to ensure local authorities increase the number of sites in suitable locations with permission to address under provision, reduce tensions between the settled community and traveller communities in plan making and planning decisions and have due regard to the protection of local amenity and local environment.

2.5 PPTS is clear that if a local authority cannot demonstrate a five year supply of specific and deliverable sites against our target, it should give this significant consideration in favour of granting temporary permission for traveller accommodation unless in Green Belt.

### **3. Duty to co-operate**

3.1 Currently the assessment of sites is not sufficiently progressed to know if there is a requirement to approach neighbouring councils to accommodate the borough's need. Currently no neighbouring council has yet approached the borough to cater for need outside the borough.

3.2 In terms of neighbouring council's progress in finding new sites to meet need the adjoining authorities, North East Derbyshire District Council (NEDDC) and Bolsover District Council have not as yet identified potential sites. NEDDC are consulting on a draft Local Plan but have not identified any new sites as being appropriate to meet

their Traveller accommodation need. Bolsover have undertaken a call for sites but have not identified any new sites within their draft Local Plan as being appropriate to meet their Traveller accommodation need.

- 3.3 Should neighbouring authorities seek co-operation of Chesterfield to meet need identified in their area they will need to provide robust to support the request.

#### **4. Chesterfield Borough Traveller Accommodation Needs**

4.1 The Joint Gypsy and Traveller Accommodation Assessment<sup>2</sup> (2014) forms the evidence base for the Council's approach to meeting the accommodation needs of Gypsies, Travellers and Travelling Showpeople. It was undertaken in accordance with the requirements of the Housing Act 2004 and PPTS (2012). The GTAA shows that there is a need within the study area for 70 additional pitches during the period 2014-2019 and 134 additional pitches for the period 2014-2034.

4.2 More locally, the TAA shows that there is a need in the 'North Derbyshire' Gypsy and Traveller housing market area for 17 new pitches between 2014 and 2019 and 34 pitches between 2019 and 2034. A total of 51 pitches.

4.3 Within Chesterfield Borough the TAA has identified a need for 4 pitches for gypsies and travellers and no plots for travelling showpeople over the next 20 years. Part of this requirement has already been met by the grant of planning permission for 2 pitches. The pitches should be provided between 2014 and 2019.

4.4 The TAA indicated that a 'Housing Market Area'-style approach may be appropriate. This would include the Local Authority areas for Chesterfield, Bolsover and North East Derbyshire. The relationship of need and also the options for provision across these three authorities needs to be considered as part of the Duty to Co-operate.

#### **5. Site Search methodology**

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<sup>2</sup> The Derby, Derbyshire, Peak District National Park Authority and East Staffordshire Gypsy and Traveller Accommodation Assessment 2014

- 5.1 No sites were put forwards as available for Traveller use, in response to recent call for sites: for the Local Plan; Sites and Boundaries Issues and Options document (November 2012); and the January 2016 call for sites. No sites were put forward as part of the consultation on the Draft Local Plan which ended in February 2017.
- 5.2 Derbyshire County Council were specifically asked if they have sites available for allocation as a Traveller site but to date has not made the borough council aware of any such sites. Consequently the focus has turned onto sites owned by CBC and in particular garage sites. CBC Housing Services have been undergoing a review of garage 'plot' sites (sites where tenants provide their own hard surfacing and garages as opposed to sites with council built garages) with a view to disposal where appropriate. The process undertaken by Housing Services has not as yet taken into account the garage sites suitability or otherwise as Traveller site allocations. However, the possibility of Traveller site use as an alternative land use was referred to in an appendix to the relevant Housing Services report to Cabinet on disposal of the sites.
- 5.3 The garage sites tend to be located in or on the edge of the existing urban area and are not 'large', being a reasonable potential source of land supply for meeting the borough's need for Traveller accommodation. The LPA has been provided with a list of garage 'plot' sites that Housing Services currently deems available for disposal and will assess these sites for their suitability (in accordance with planning policy) and viability, as Traveller site allocations with a view to finding a pool of available sites that can be subject to public consultation prior to a council decision on which if any, should be included in the draft local plan.

## **6. Sites Assessment**

- 6.1 Sites will be considered using the criteria set out in the Land Availability Assessment methodology (LAA) and previously approved Traveller Site Assessment Methodology. There is no need to duplicate this methodology where it can be appropriately applied to the assessment of Traveller Sites. Consequently the existing



approved methodology will be sufficient to guide an appraisal of a site in terms of the following:

- Flood Risk
- Pollution Risk
- Risk from Hazardous Installations
- Heritage Impact
- Impact on biodiversity, ecology and local nature conservation
- Safe and convenient access to the highway network
- Impact on the highway network
- Privacy and residential amenity for neighbouring and future occupiers
- Impact on green infrastructure (e.g. green wedges, strategic gaps, public open spaces)
- Adequacy of existing local infrastructure

6.2 However, there is a need for clarification of how Traveller specific planning policies and also the specific difficulties relevant to assessing a land supply for potential Traveller sites<sup>3</sup> will be factored into certain site assessment criteria.

6.3 The criteria in question are: -

- Availability
- Viability
- Green Belt
- Accessibility to local services and facilities by walking, cycling and public transport, in particular access to centres, health services and schools
- Scope for live/work (mixed use)
- Site size and capacity for pitches and phasing
- Adequacy of drinking water, sewerage provision and gas or electricity
- Scale of a site in relation to the nearest settled community to which it relates
- Degree to which the site might promote peaceful and integrated co-existence between the sites occupiers and the local community

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<sup>3</sup> Assessing local housing authorities' progress in meeting the accommodation needs of Gypsy and Traveller communities in England (Equalities and Human Rights Commission) 2009 and also; Inequalities Experienced by Gypsy and Traveller Communities: A Review (Equalities and Human Rights Commission) 2009

- 6.4 The above when combined with the already approved methodology should equate to an assessment against the requirements of policy CS12 and the national Planning Policy for Traveller Sites.
- 6.5 It is acknowledged that over-long criteria can be confusing for both settled communities and Traveller communities and can make the process of site assessment less transparent. Hence the aim is to cover relevant considerations in as straightforward manner as is reasonable, avoiding complex scoring systems. There is an intention to summarise the assessment criteria provided below for public consultation purposes.

### Availability

- 6.6 Availability will be considered with regard to the approved joint North Derbyshire and Bassetlaw Land Availability Assessment methodology but a more sophisticated approach is needed given the inherent problems associated with land availability for Traveller sites. Availability for use as a Traveller site is not a simple matter of sites being for sale on the open market. Research indicates that Travellers are subject to high levels of poverty as a community<sup>4</sup> and it is unlikely that most have the capital to compete on the open market for land when combined with the further cost of providing essential services to a site. Furthermore, the potential for hostility in local land markets is acknowledged in planning guidance as a possible barrier to the purchase of land<sup>5</sup> and the intention of land owners is an important consideration. Accordingly any call for sites for the Local Plan or Land Availability Assessment shall include an invitation to submit sites that are specifically available for Traveller use.
- 6.7 Furthermore, the LPA will seek to assess any new potentially surplus public sector land when it becomes aware of other Council departments reviewing their land holdings. For the purposes of initial assessment and consultation such land will be treated as available where a Council Department identifies it as so. However, before wider consultation is carried out and the site is categorised

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<sup>4</sup> Inequalities Experiences by Gypsy and Traveller Communities: A Review (Equalities and Human Rights Commission 2009)

<sup>5</sup> Paragraph 16 Gypsy and Traveller Accommodation Needs Assessment (DGLG October 2007)

as definitely available, the LPA will seek confirmation from the relevant Council department responsible for the land that the land would be available for Traveller use including options such as long term lease. The reason for such an approach is that for a site to be realistically available for use by a Traveller family an alternative to open market auction or sale is likely to be needed.

- 6.8 The Council's legal services will be consulted to determine if any legal constraints prevent such sites being available for Traveller use.

### Viability

- 6.9 Planning Practice Guidance<sup>6</sup> states that plans should be deliverable and the NPPF requires the realistic likelihood of development happening to be taken into account. LPA's are advised not to plan to the margin of viability and instead to provide a buffer to respond to changing markets. Normally a potential sites land and development value, costs of development and likely return for land owner and developer would be assessed. However, research has indicated that the Travelling community is subject to high levels of poverty<sup>7</sup> and so are unlikely to be able to compete on the open market for sites. The GTAA 2014 acknowledges the problem:

*'The traditional method of identifying need by considering the ability to afford the required accommodation on the open market cannot be applied to Gypsies and Travellers: firstly since the barriers to accessing pitches are not always cost-related, and secondly because gathering reliable financial and employment information from Gypsies and Travellers, due to cultural barriers, can be difficult.'*  
(paragraph 10.5 Derbyshire and East Staffordshire GTAA 2014)

- 6.10 The GTAA confirms that most existing sites in Derbyshire and East Staffordshire are privately owned and that families would prefer to reside on privately owned sites, however, only two respondents to the survey indicated that they could afford to purchase land to develop their own site. As a consequence of the resulting need for affordable provision, the GTAA advises that funding where available should be sought by the LPA to facilitate sites on a cooperative

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<sup>6</sup> Paragraph: 001 Reference ID: 10-001-20140306 Planning Practice Guidance

<sup>7</sup> Inequalities Experiences by Gypsy and Traveller Communities: A Review (Equalities and Human Rights Commission 2009)

basis. This would include shared ownership, or small sites owned by a local authority, but rented to an extended Gypsy or Traveller family for their own use. These options might involve the families carrying out physical development of the site (self-build) with the land owner providing the land on affordable terms.

6.11 Accordingly the LPA will categorise site’s viability as follows: -

<b>Table 1</b>		<b>Land Tenure Options</b>
<b>Viability (Land)</b>	Good	Shared ownership or long lease
	Moderate	Freehold but sale to Travelling Community only at equivalent agricultural land value
	Poor	Freehold for sale on open market

<b>Table 2</b>		<b>Likely Development Costs (site servicing and preparation)</b>
<b>Viability (Site)</b>	Good	Low
	Moderate	Moderate
	Poor	High

Green Belt

6.12 Policy CS12 is clear in not permitting Traveller sites that are in Green Belt. The LAA methodology does not categorise sites that are mainly outside of Green Belt as unsuitable, on the basis that an element of development could occur without compromising openness or the purposes of Green Belt. A similar approach can be applied to Traveller sites on the basis that provided the minimum site size can be accommodated outside of the Green Belt designation as site will not be categorised as unsuitable.

Accessibility to local services and facilities

6.13 Local<sup>8</sup> and national<sup>9</sup> planning policy in effect require sites to be 'reasonably' accessible to community services and facilities, in particular health services and schools. This requirement is different to that required for bricks and mortar accommodation in the Core Strategy, in that it does not rule out sites that are more than 800m from a centre where these sites are otherwise accessible to community services and facilities. The reason for this difference is to take into account the fact that the potential supply of available land for a Traveller allocation is likely to be significantly limited relative to that for bricks and mortar housing and that applying the '800m of a centre' restriction on suitability to such a limited supply, would potentially rule out sites that are in all other respects in accordance with planning policy and could make an important contribution towards addressing inequalities<sup>10</sup> in the Travelling communities health and wellbeing.

6.14 By way of an example, sites that are within 800m walking distance of a town, district or local centre<sup>11</sup>, a GP surgery and also a Primary School will clearly meet planning policy in respect of accessibility. However, other locations which are not so close could still be described as 'reasonably accessible' to a centre, services and facilities. For instance a site that is within 15 minutes travel time by bus of a centre and the same community facilities, would satisfy the planning policies relevant to Traveller sites. To ensure that suitable locations are not overlooked, any site that has moderate to good accessibility to a centre, a primary school, a GP's surgery and a secondary school will be considered to be 'reasonably accessible to community services and facilities'. Accessibility will be judged as follows: -

**Table 3**

<b>Distance/Time to Community Services / Facilities</b>			
Centre	Primary School	GP Surgery	Secondary School

<sup>8</sup> CBC Local Plan: Core Strategy 2011-2031 policies CS1 and CS12

<sup>9</sup> Planning Policy for Traveller Sites (August 2015) DCLG

<sup>10</sup> Ministerial Progress report by the ministerial working group on tackling inequalities experienced by Gypsies and Traveller April 2012 and Inequalities Experienced by Gypsy and Traveller Communities: A Review 2009 by the Equalities and Human Rights Commission

<sup>11</sup> Consistent with the CBC LAA Methodology Stage 2b

<b>Accessibility</b>	Excellent	Destinations are all within 800m on foot.	
	Good	Destinations are within 15 minutes by foot, bicycle or public transport.	Destination within 20 minutes by foot, cycle or public transport
	Moderate	Destinations are all within 30 minutes by foot, bicycle or public transport.	
	Poor	Any one destination is over 30 minutes by foot, bicycle or public transport.	

Scope for live/work (mixed use)

6.15 National planning policy requires consideration of the extent to which a site can accommodate a business use (allowing a Traveller to live and work from home). In practice this means making a judgment as to the capacity of a site to contain a business use without causing unacceptable impacts to highway safety and the local environment (including future and neighbouring occupier's amenities)<sup>12</sup>. This would take into account matters such as; the sensitivity of neighbouring land uses to effects such as noise from working and disturbance from traffic, local ecology, prominence to view, access and boundary treatments.

6.16 The scope for a mixed residential and business use on a site will be categorised as follows: -

<b>Table 4</b>		<b>Likely Impact on Locality of a Mixed Use</b>
<b>Scope for Mixed Use</b>	Excellent	No material adverse impact
	Good	Adverse impact could happen but mitigation is feasible.
	Moderate	Adverse impact likely and the feasibility of mitigation need's further investigation.
	Poor	Adverse impact is likely but mitigation is not feasible.

<sup>12</sup> CBC Local Plan: Core Strategy 2011-2031 policies CS2,CS8, CS9, CS12, CS18 and CS20

## Site size and capacity for pitches and phasing

- 6.17 The now withdrawn (and not replaced) Government design guide for Traveller sites<sup>13</sup> still sets out relevant information. The guide advised that there is no 'one-size-fits-all' pitch size. However, the guide did suggest that an average sized family pitch would be capable of containing an amenity building, a large trailer and touring caravan, parking space for two vehicles and a small garden area. The Derbyshire GTAA 2014 advises that 500sqm would accommodate the above including a static caravan and a hard standing for a storage shed and drying. As such 500sqm is to be used as a minimum pitch size.
- 6.18 In terms of site size the Derbyshire GTAA 2014 identifies a need for 2 pitches which suggests a need for one site for use by a single extended family. The withdrawn Government guide suggested a maximum site size of 15 pitches and also that smaller sites of 3-4 pitches could be successful, particularly where designed for one extended family.
- 6.19 To take account of guidance and need a minimum site size of 500sqm will be used in the land search in line with the Local Plan call for sites threshold. The ideal size of site would accommodate one extended family (catering for growth in the family over time). Such a site of 3-4 pitches would be around 2000sqm in area and would allow for a phasing over time. The shape of a site will also affect the sites ability to be phased. A maximum size is also appropriate given the need to promote peaceful co-existence between settled and travelling communities and an area of 2180sqm would be appropriate (2000sqm plus a 2m wide landscaping boundary). Where part of a larger site can be appropriately used with defensible boundaries the assessment will focus on the smaller part of the wider site.

Sites that are above the minimum size will be categorised as follows:-

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<sup>13</sup> Designing Gypsy and Traveller Sites: Good Practice Guide (DCLG May 2008)

<b>Table 5</b>		<b>Site Size</b>
<b>Suitability of Site Size</b>	Excellent	2000sqm to 2180sqm
	Good	1000sqm to 1999sqm
	Moderate	800sqm to 999sqm
	Poor	500sqm to 799sqm Or materially larger than 2180sqm

Sites will be categorised as follows in terms of phasing: -

<b>Table 6</b>		<b>Ability to phase</b>
<b>Phasing Potential</b>	Good	Site can be phased
	Poor	Phasing is not feasible

Utilities (Drinking water, sewerage, electricity and gas)

6.20 Local planning policy requires sites to be adequately served with drinking water and sewerage facilities, whilst national policy also requires an adequate electricity or gas supply. To determine the potential for a supply the relevant utility provider will be consulted. Constraints such as proximity to utilities, capacity of existing services, legal and ownership constraints, need for engineering solutions will be taken into account.

6.21 In the case of drinking water a private supply can be accepted with evidence. With regard to sewerage, a mains connection is not always necessary to ensure adequate servicing for a caravan site with possible alternatives of package sewage treatment plant, septic tank or cess pit. However, package treatment plants will be treated as good quality non-mains provision, whilst septic tanks and cess pits will not, given their higher potential for environmental problems.



**Table 7**

		Availability of Supply
<b>Potential for a Utility / Provision</b>	Excellent	Straightforward connection to mains readily achievable.
	Good	Connection to mains is feasible. Constraints are present but readily mitigated.
	Moderate	Connection to mains is feasible but constraints are significant and not readily mitigated; or  Mains not feasible but a good quality alternative non-mains provision feasible.
	Poor	Connection to mains not feasible; or  Mains not feasible and a poor quality alternative is feasible or not feasible.

Scale of a site in relation to the nearest settled community to which it relates

6.22 National planning policy requires that Traveller sites do not dominate the nearest settled community in rural and semi-rural locations. It is considered that this aspect of size is an appropriate consideration given that Chesterfield Borough has settlements surrounded by open countryside. To assess this aspect of a site a judgment is necessary on the degree to which a site would complement the character of an existing settlement in terms of scale.

6.23 For the purposes of assessment scale will be taken as the area covered by the site in relation to that of the nearest existing settlement and also the likely possible population of the site versus that of the existing settlement. Where the site would represent more than 25% of the existing nearest settlements size or population then it will be considered to have significant potential to

dominate, any final judgment also being subject to consideration of its visual prominence and visual relationship to that settlement.

<b>Table 8</b>		<b>Scale in Relation to Nearest Settlement in terms of population or area</b>
<b>Scale of Site</b>	Excellent	10% or less
	Good	20% or less
	Moderate	25% or less
	Poor	More than 25%

Degree to which the site might promote peaceful and integrated co-existence between the sites occupiers and the local community

6.24 The national policy for traveller sites requires consideration of the degree to which a site might promote peaceful co-existence between the sites occupiers and the local community but the Government has provided little in the way of guidance as to how such a matter might be assessed. What is clear from relevant research is that it is not merely a matter of a site's physical characteristics that influences community cohesion. Nevertheless the following are proposed as important factors in terms of site assessment, for peaceful co-existence: -

- Small size of site for one extended family
- Site located to give privacy to existing and future occupiers but still readily accessible to community services and facilities especially schools
- Site not adjoining communal land uses or open spaces such as play areas or football pitches unless possible issues such as opportunity for encroachment, vulnerability to antisocial behavior, opportunity for visitors to camp outside the site and community fear have the potential to be mitigated.
- Private non-shared access which isn't used by pedestrians
- A location and site boundary that means the site is inconspicuous or blends in with the character of the locality

6.25 Whilst the above can be taken into account for each site assessed another aspect of reducing community tension is an early effective approach taken by the Council to stakeholder, public and Traveller consultation when looking to find a suitable site and make a decision on allocation. The process of consultation will be set out in a separate document.

6.26 The degree to which a site is likely to promote peaceful co-existence will be subject to an analysis via a commentary and on this basis a category of excellent, good, moderate or poor will be given.

## **7 Consultees**

7.1 The approach to site search and assessment requires full public and stakeholder consultation as part of a new draft Local Plan. However, an initial internal consultation process is appropriate in order that any sites with fundamental problems be identified early so as to minimise the likely public controversy. The following are considered to be appropriate internal consultees. The only exception to this internal list would be the Highway Authority, whose view would also be sought at an early stage and other neighbouring planning authority teams where cross boundary issues might arise.

- Asset Management
- Community Safety
- Corporate Policy Team
- Drainage (Engineering Services)
- Development Management (inc Conservation, TPO's and Urban Design)
- Environmental Protection
- Housing
- Legal Services
- Leisure Services
- Private Sector Housing (Site Licensing)

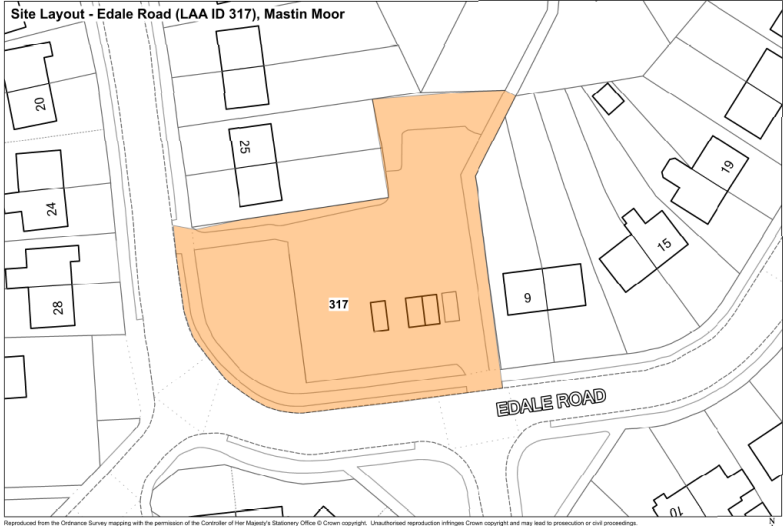


## **Sites Rejected at Stage 1 of the LAA**

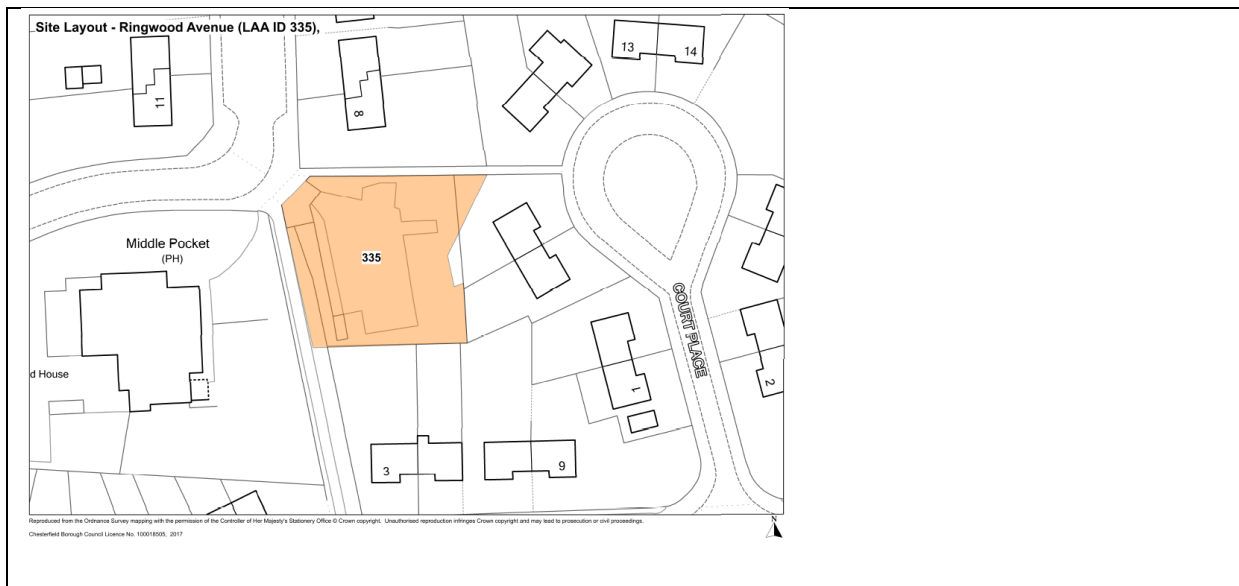
<b>Site Address</b>	<b>Reason</b>
Brooks Road (North)(Land off), Barrow Hill	Unavailable. To be retained by CBC Housing.
Brocklehurst Piece, Brampton	Unavailable. To be retained by CBC Housing.
<b>Traffic Terrace, Barrow Hill</b>	Unavailable. To be retained by CBC Housing.
Vernon Road, Brampton	Unavailable. CBC Housing are in the later stages of a sale of the site.
Cross Street, Brimington	Too Small.
John Street, Brimington	Too Small.
Newbridge Lane, Brimington	Unavailable. To be retained by CBC Housing.
Wikeley Way, Brimington	Too Small.
Calow Lane, Hasland	Unavailable. To be retained by CBC Housing.
Bradshaw Road, Inkersall	Unavailable. CBC Housing are in the later stages of a sale of the site. Too small.
Sidlaw Close, Loundsley Green	Too Small.
Dunston Lane, Newbold	Unavailable. To be retained by CBC Housing.
Sanforth Street, Newbold	Unavailable. To be retained by CBC Housing.

Poolsbrook View, Poolsbrook	Unavailable. To be retained by CBC Housing.
Cottage Close, Poolsbrook	Unavailable. To be retained by CBC Housing.
Belmont Drive, Staveley	Too Small.
Ireland Street, Staveley	Too Small. (now sold)
Middlecroft Road (South), Staveley	Unavailable. To be retained by CBC Housing.
Roecar Close, Old Whittington	Too Small.
Newbridge Street, Old Whittington	Too Small. (now sold)
Hardwick Street, Stonegravels	Too Small. (now sold)
Catherine Street Bank Street Chesterfield	Unavailable. CBC Housing intend to redevelop for housing.

## **Sites Rejected at Stage 2a of the LAA**

<b>LAA Site reference: 317</b>	<b>Site Name: Edale Road, Mastin Moor</b>
 <p>Site Layout - Edale Road (LAA ID 317), Mastin Moor</p> <p>Reproduced from the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Chesterfield Borough Council Licence No. 150018505, 2017</p>	
<p><b>Reason for rejection:</b></p> <p>The site is very prominent, located near the centre of the settlement and boundary treatments to achieve privacy and security are likely to be out of character with the streetscene, making the site visually conspicuous and thus likely to cause a significant problem with regard to promoting peaceful co-existence.</p>	

<b>LAA Site reference: 335</b>	<b>Site Name: Ringwood Avenue</b>
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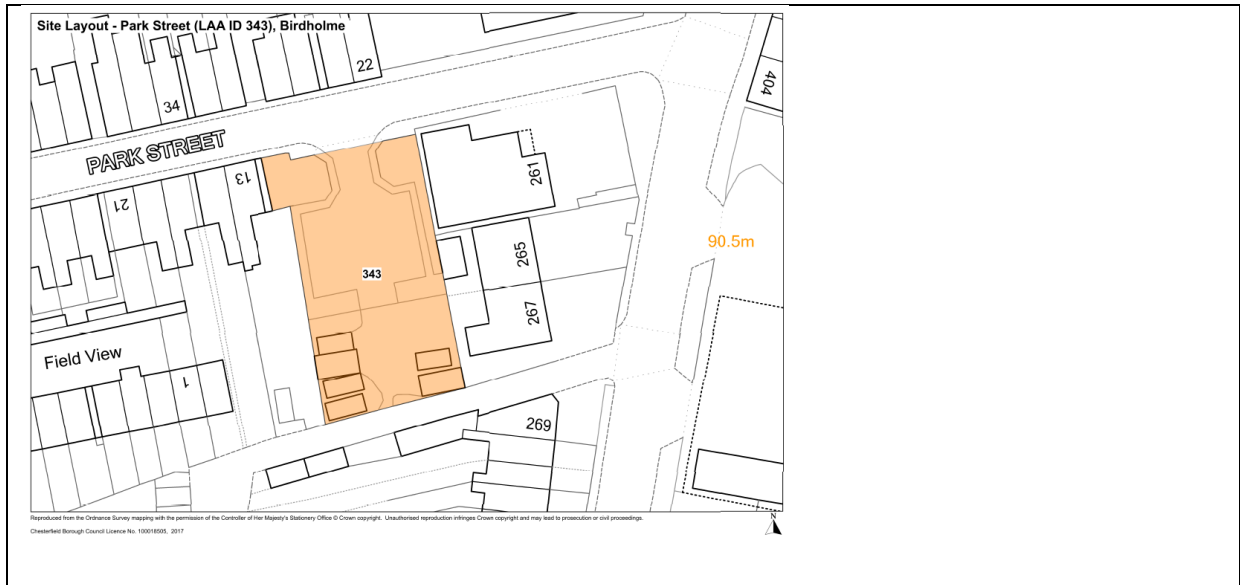


**Reason for rejection:**

The sites access is located where two footpaths meet the highway footway with the potential for conflict between pedestrians and vehicles. There is significant potential for overlooking given the elevated position of some neighbouring dwellings. The two footpaths which adjoin two sides of the site have the potential to make the site feel insecure and give rise to the potential for antisocial behaviour and a significant problem with regard to promoting peaceful co-existence.

<p><b>LAA Site reference:</b> 343</p>	<p><b>Site Name:</b> Park Street, Birdholme</p>
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**Reason for rejection:**

The site is served by a narrow street with prevalent on-street parking and this is likely to be a significant problem for vehicles with trailers/caravans. The site is overlooked by dwellings to the east to a degree that is significant and unmitigable.

<p><b>LAA Site reference:</b> 347</p>	<p><b>Site Name:</b> Foljambe Road, Brimington</p>
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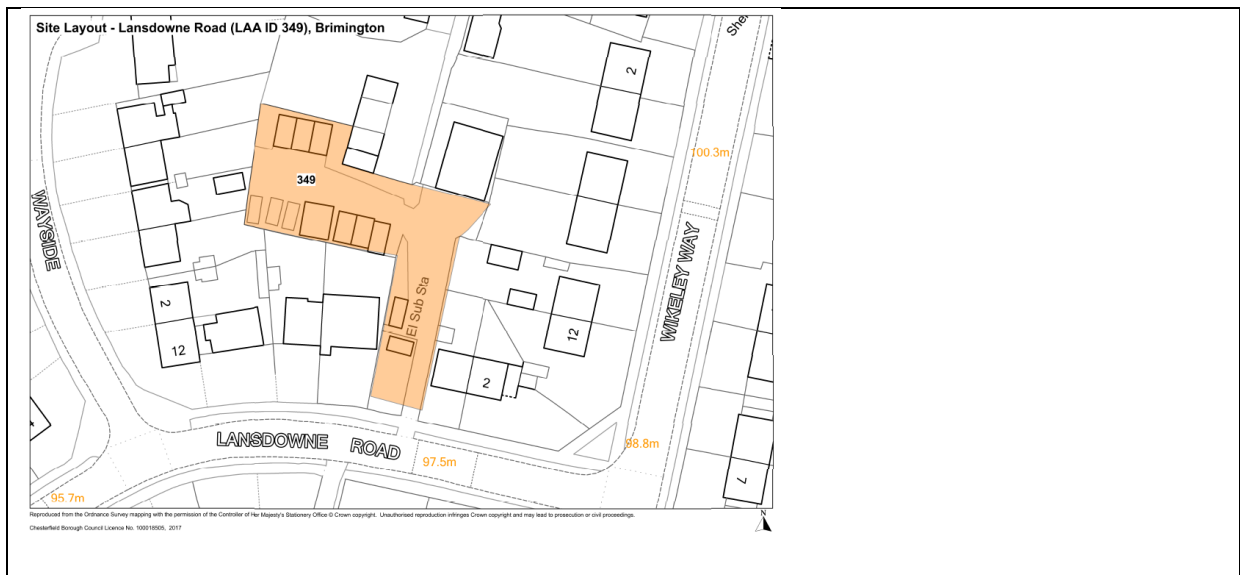


**Reason for rejection:**

The site served by a narrow street that has substandard pedestrian provision. The narrow street, small site size, gradients onto the site and the shape of the site are likely to pose a significant problem for access and manoeuvring vehicles with trailers/caravans. The site is overlooked to a significant and unmitigable degree by dwellings to the north.

**LAA Site reference:** 349

**Site Name:** Lansdowne Road, Brimington



**Reason for rejection:**

The sites access off the highway is narrowed by an electricity substation and it has poor highway and pedestrian inter-visibility to the east. The sites size and shape are likely to cause significant problems for manoeuvring vehicles with trailers/caravans. The site is overlooked to a significant and unmitigable degree by dwellings to the south and west.

**LAA Site reference:** 350

**Site Name:** Manor Drive, Brimington

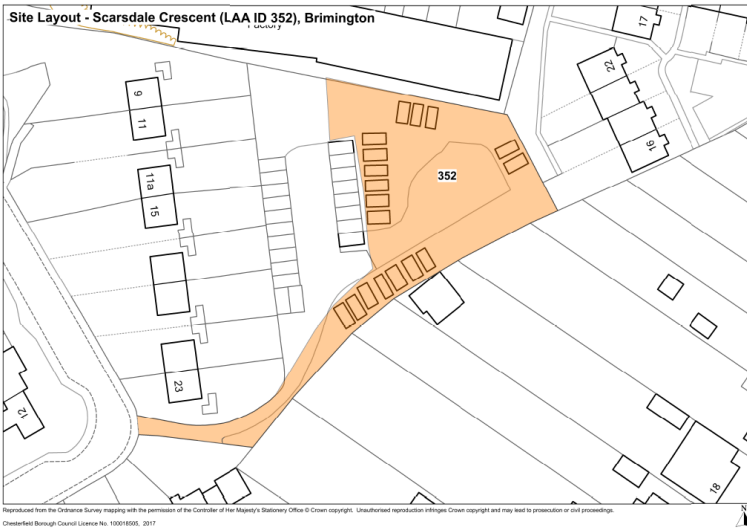


**Reason for rejection:**

The site access is narrow and is shared by two other dwellings. There is potential for poor highway and pedestrian inter-visibility should boundary treatments be altered on third party land. The site is overlooked by a first floor habitable room window on an adjoining property to a degree that is unlikely to be mitigable.

**LAA Site reference: 352**

**Site Name: Scarsdale Crescent, Brimington**

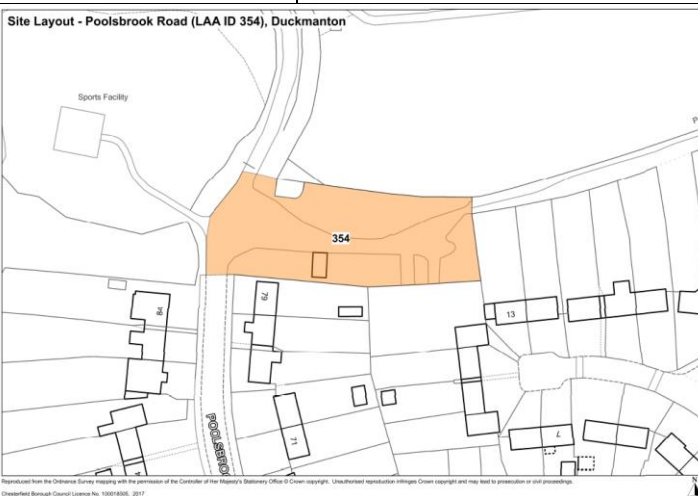


**Reason for rejection:**

Highways Safety and Vehicular access - The site access has poor pedestrian inter-visibility and there is little scope to improve this without third party land. Development would represent an intensification of vehicular activity over the existing situation with the site being clearly disused.

**LAA Site reference: 354**

**Site Name: Poolsbrook Road, Duckmanton**

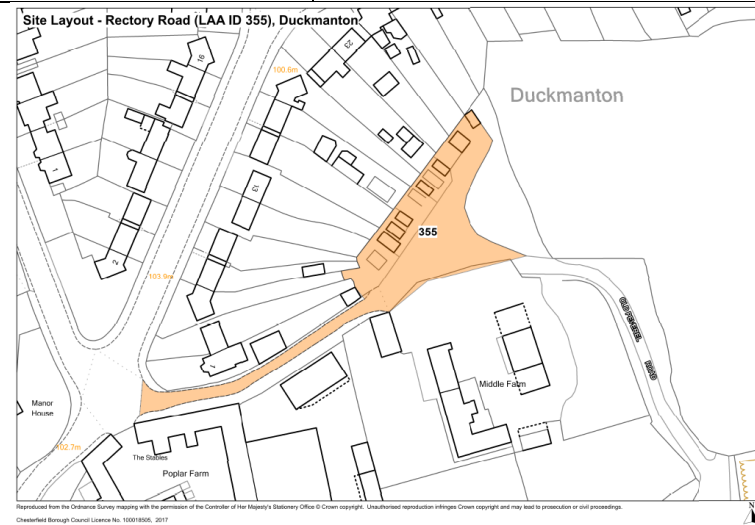


**Reason for rejection:**

The sites access is shared by a public right of way and an access to a play area and would give rise to conflict with vehicles. The proximity of the site to the play area and the shared nature of the site access has the potential for significant problems with regard to privacy, security and promoting peaceful co-existence. Leisure Services object to a Gypsy or Traveller use.

**LAA Site reference: 355**

**Site Name: Rectory Road, Duckmanton**

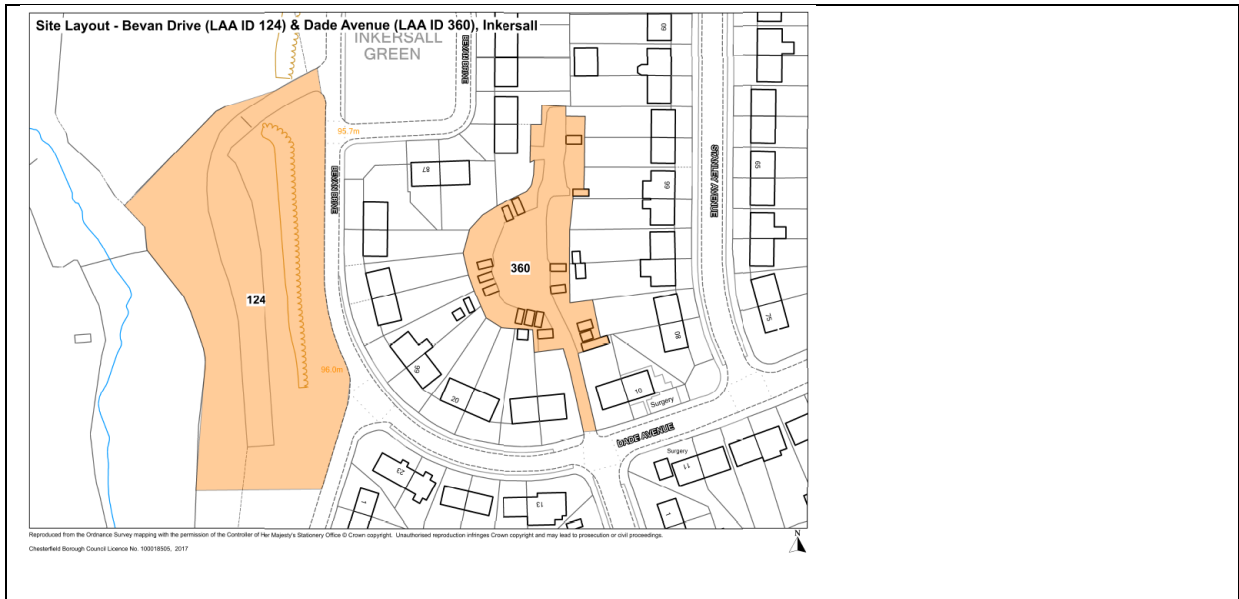


**Reason for rejection:**

The site access is wide but narrows and is shared with Middle Farm and an informal footpath route that links to Right of Way network. The shared nature of the access is likely to pose significant problems with regard to privacy, security and promoting peaceful co-existence.

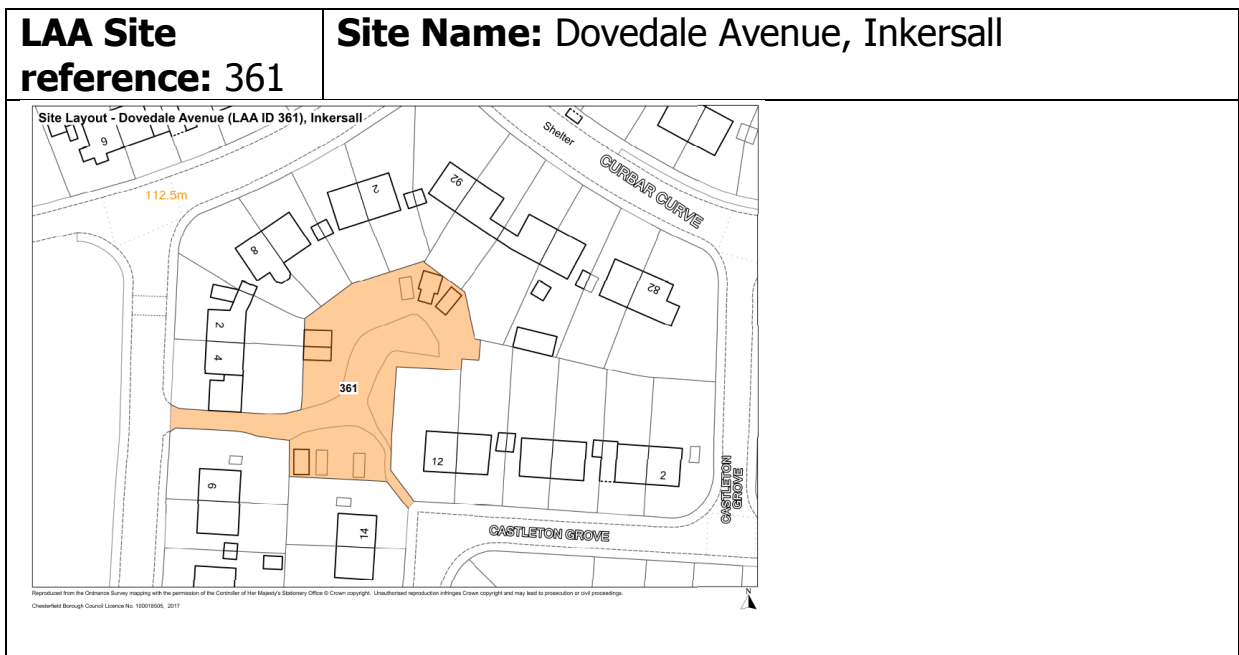
**LAA Site reference: 360**

**Site Name: Dade Avenue, Inkersall**



**Reason for rejection:**

Site has a narrow access with poor pedestrian inter-visibility and third party land would be required for improvements. Housing object as they opine that the site is overlooked on all sides.

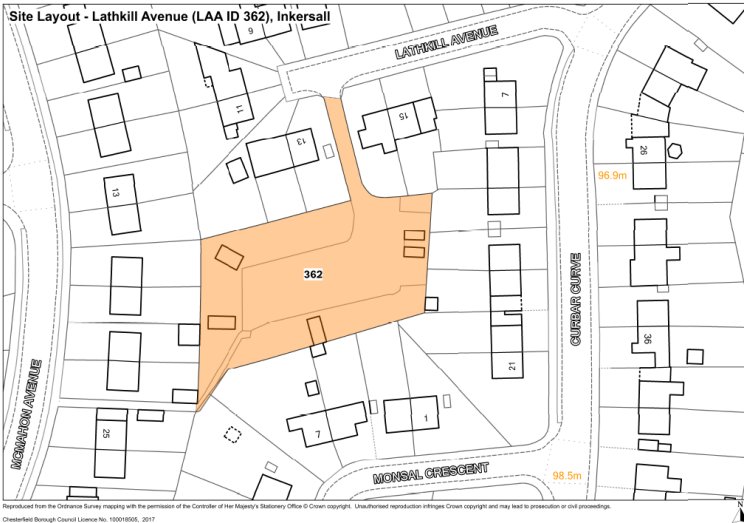


**Reason for rejection:**

Site access is narrow and has poor highway and pedestrian inter-visibility with third party land necessary for improvements. The site is significantly overlooked to an unmitigable degree.

**LAA Site reference: 362**

**Site Name: Lathkill Avenue, Inkersall**



**Reason for rejection:**

Site access is narrow with poor highway inter-visibility requiring third party land to improve. Site feels significantly overlooked and mitigation is unlikely to be feasible due to elevated position of overlooking dwellings and the small size of site.

**LAA Site reference: 367**

**Site Name: Spencer Street, Newbold**



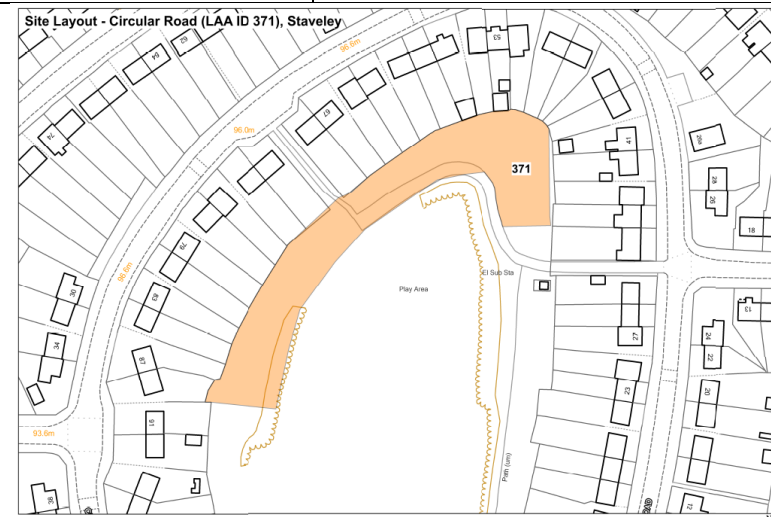
**Reason for rejection:**

Site access width is narrow due to off-street parking. Nearby community use shares an access with the site and has the potential to generate access and parking issues. A footpath crosses the site access. The site access situation has potential to cause disputes and a significant

problem with regard to promoting peaceful co-existence. Site is overlooked to a significant and unmitigable degree.

**LAA Site reference: 371**

**Site Name: Circular Road, Staveley**



**Reason for rejection:**

Site access has poor highway and pedestrian inter-visibility, is narrow and steep and shared with public access to public open space. There is a significant potential for a highway/access safety issue. Site adjoins play area and public open space and privacy and security is likely to be difficult to achieve. The relationship with public open space is such that a significant problem with regard to promoting peaceful co-existence is likely. The fear of encroachment or expansion is also likely to cause a problem with regard to the promotion of a peaceful co-existence. Housing object as no current intention to dispose and an aim to return to open space. Leisure Services object due to impact on open space and restricted access to play area.



**LAA Site reference: 372**

**Site Name: Franklyn Drive, Staveley**

Site Layout - Franklyn Drive (LAA ID 372), Staveley



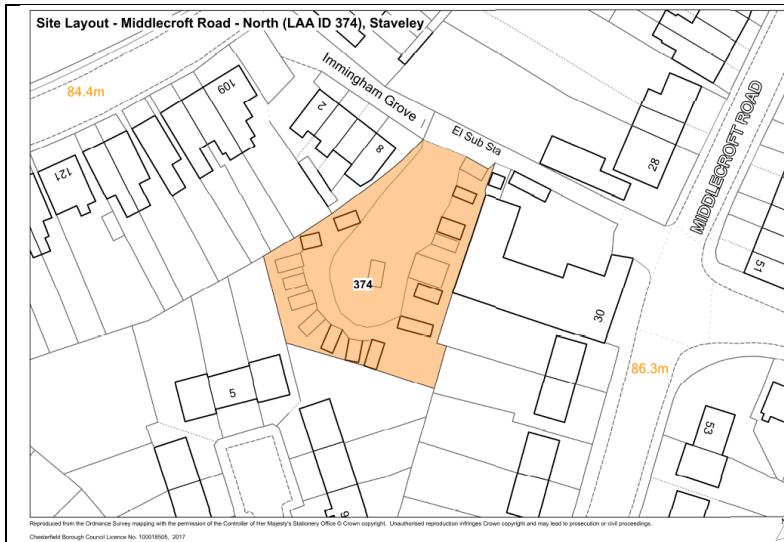
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**Reason for rejection:**

The sites size is likely to be a significant problem for parking and manoeuvring. The site access is also used as pedestrian access to public open space (a play area) and a significant problem with regard to promoting peaceful co-existence is likely.

**LAA Site reference: 374**

**Site Name: Middlecroft Road (North), Staveley**

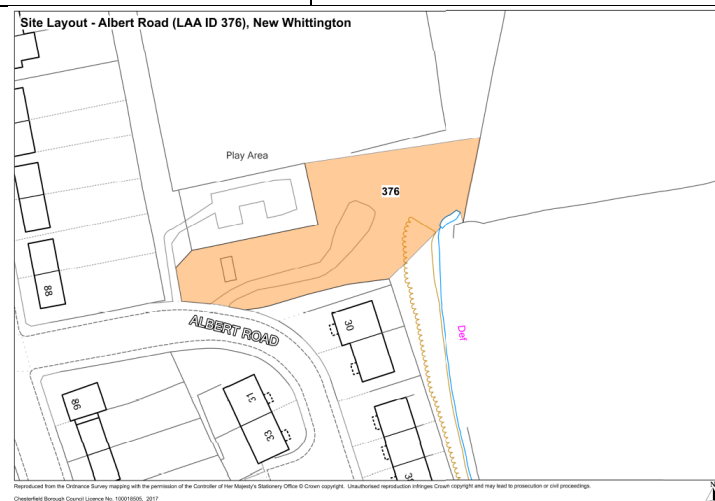


**Reason for rejection:**

Highways Safety, Vehicular Access, Surface Water Flooding and Amenity - Site has a narrow access with poor highway visibility and pedestrian inter-visibility to the north. The site is significantly overshadowed by trees and a building to the east to the extent that amenity levels are likely to be poor. Housing object as they opine that the site is overlooked on all sides.

**LAA Site reference: 376**

**Site Name: Albert Road, New Whittington**



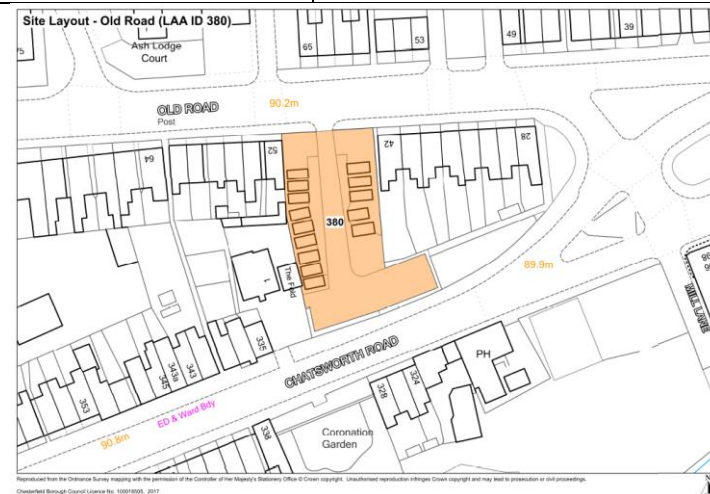
**Reason for rejection:**

Vehicular Access, Parking and Turning, Surface Water Flooding and Amenity - Site access visibility and width is limited albeit could be improved. However, access is shared with public access to a play area with the potential for pedestrian safety issues. The site shape limits manoeuvring space. Ensuring adequate privacy and security would be problematic given the proximity to public open space. The proximity to a

public open space and shared nature of the access is likely to give rise to significant problems with regard to privacy, security and promoting peaceful co-existence. The fear of encroachment or expansion is also likely to cause a problem with regard to the promotion of a peaceful co-existence.

**LAA Site reference: 380**

**Site Name: Old Road**



**Reason for rejection:**

The site access has highway inter-visibility constrained by on-street parking. The site is adjacent to Chatsurface waterorth Road and likely to be subject to significant noise pollution and air pollution.



## Appendix B

### Chesterfield Borough Council Local Plan

### Sustainability Appraisal of Gypsy and Traveller Site Options

#### Non-Technical Summary

##### **NTS1 Purpose of this report**

This document is the Non-Technical Summary (NTS) of the Sustainability Appraisal (SA) of the consultation document on Gypsy and Traveller site options for the Chesterfield Borough Local Plan (hereafter referred to as the draft Local Plan). It provides an overview of the SA process and describes the key sustainability effects anticipated as a result of the implementation of the Gypsy and Traveller site development options.

This SA Report has been prepared to accompany the consultation document and inform site selection. It is an addendum to an earlier SA that accompanied the Regulation 18 version consultation on the Draft Local Plan.

##### **NTS2 What is the Local Plan?**

The Local Plan will be a single planning policy document. It will set out the vision and objectives for the Borough out to 2033 as well as the spatial strategy in terms of how much new development will be accommodated in the Borough over the plan period and where in the Borough this growth will be located. The vision, objectives and spatial strategy will be delivered through the Local Plan's key planning policies and land allocations.

##### **NTS3 What are Gypsy and Traveller sites?**

Gypsy and Traveller sites are land that is used for Gypsy and Traveller pitches. Gypsies and Travellers are defined as *“Persons of nomadic habit of life whatever their race or origin, including such persons who on grounds only of their own or their family's or dependants' educational or health needs or old age have ceased to travel temporarily, but excluding members of an organised group of travelling showpeople or circus people travelling together as such.”*

Government guidance requires local planning authorities to make a robust assessment of need for sites for Gypsies and Travellers and to identify and update annually a supply of sites to meet pitch targets set to meet the need identified.

Within Chesterfield Borough there is an identified need for 4 permanent pitches for Gypsies and Travellers (not transit pitches) over the period 2014 to 2019.

## **NTS4      What is Sustainability Appraisal?**

The National Planning Policy Framework (NPPF) states that local plans are key to delivering sustainable development and that they must be prepared with the objective of contributing to the achievement of sustainable development. Sustainable development is that which seeks to strike a balance between economic, environmental and social factors to enable people to meet their needs without compromising the ability of future generations to meet their own needs.

It is very important that the draft Local Plan contributes to a sustainable future for the plan area. To support this objective, the Council is required to carry out a Sustainability Appraisal (SA) of the Local Plan. SA is a means of ensuring that the likely social, economic and environmental effects of the Local Plan are identified, described and appraised and also incorporates a process set out under a European Directive and related UK regulations called Strategic Environmental Assessment (SEA). Where negative effects are identified, measures will be proposed to avoid, minimise or mitigate such effects. Where any positive effects are identified, measures will be considered that could enhance such effects. SA will therefore be an integral part of the preparation of the Local Plan.

This Sustainability Appraisal is an addendum to the SA Report for the Local Plan that was prepared for the Local Plan in January 2017 and accompanied the Regulation 18 consultation on the Draft Local Plan and as such has fully met all the necessary reporting requirements that are relevant, given the stage the Local Plan has reached.

## **NTS5      How were the sites identified?**

As no privately or publically owned sites were put forward as part of Local Plan consultations and calls for sites to date, the Council investigated its own land holdings. In particular, 46 garage sites were investigated as they were being reviewed by CBC Housing Services with a view to disposal where appropriate, and they are of an appropriate scale and located within or on the edge of the built up area.

The 46 sites were assessed using a three stage Land Availability Assessment (LAA), 22 sites did not pass Stage 1 and were rejected as they did not meet the minimum size threshold and/or were unavailable, with a further 18 rejected as they did not pass Stage 2a of the LAA. Six sites were shortlisted for more detailed assessment and sustainability appraisal.

## **NTS6      How were the sites appraised?**

The appraisal is based on the 12 objectives set out in the Local Plan SA. These objectives were developed using the wider baseline and review of plans and programmes that has already been provided in the November 2016 Scoping Report and the January 2017 SA Report.

Amendments were made to the Local Plan SA Appraisal Framework in order to address the particular considerations for Gypsy and traveller sites, comply with

National Planning guidance, and relate to the detailed methodology used to assess sites in the councils Land Availability Assessment.

The appraisal was conducted by Council Planning Officers using professional judgment, supported by the baseline information (SA Scoping Report 2016), evidence gathered as part of the Council's LAA, and comments received from internal consultees (including Housing, Community Safety, Drainage, Development Management (including Conservation, Tree Officer and Urban Design), Environmental Protection, and Leisure Services) and the Highway Authority (Derbyshire County Council). This report and all the site assessments have also been subject to an independent review by the consultants Wood Environment and Infrastructure Solutions (formerly Amec Foster Wheeler) who carried out the Local Plan SA work.

## **NTS7 Results of the Appraisal**

The site appraisals indicate that aside from the potential minor negative impact on the Local Wildlife Site and Ancient Woodland of Bevan Drive in Inkersall, the effects on the SA objectives are largely positive (with a mix of minor and significant positive effects in relation to SA Objective 1 'Housing), SA Objective 2 'Health,' SA Objective 6 'Landscape' and SA Objective 8 'Climate Change Adaptation) or no significant effect is identified.

In terms of mitigation, the sites that were considered to have a neutral impact on landscape and would require some mitigation to ensure no adverse impacts due to the edge of countryside locations are Miller Avenue and Brooks Road. The Bevan Drive site may require mitigation to ensure no adverse impacts on the Local Wildlife Site or Ancient Woodland. The site in Grangewood may require mitigation due to surface water flood risk.

Although not explicitly covered in the appraisal framework, the larger sites with scope for some live/work element (Miller Avenue and Birchwood Crescent) may need mitigation to ensure that impacts arising from any work element on neighbours amenity are acceptable due to the proximity to residential properties.

Similarly, a matter not covered explicitly in the appraisal framework but of importance in determining the suitability of sites is the proximity of the sites to the settled community and the extent to which sites would be overlooked by existing residential properties and vice versa. This is an issue for three of the six sites.

The potential for cumulative effects has been considered in terms of overall allocations and given the minor scale of the sites and proposals, the nature of their locations, together with potential for mitigation measures no potential for significant cumulative effects has been identified.

**The following table provides a summary of the appraisal.**

SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change Adaptation	9 Climate Change Mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services	Summary Comment	Mitigation Required
<b>Miller Avenue, Mastin Moor</b>	++	+	+	0	0	0	0	++	0	0	0	0	This is a large site that can accommodate extended family growth over time, and has significant positive effects on meeting housing needs. The health effects are minor positive due to the local open space, but the nearest GP is over 2km from the site. The site is in a regeneration priority area. Although the effects on biodiversity and landscape are neutral, there is boundary vegetation and the site does encroach into open countryside. Phase 1 habitat assessment and a landscape character and visual amenity impact assessment are likely to be required. The site is within Flood Zone 1 and will have a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation.	Retention of hedgerows and trees, appropriate boundary treatment and control of lighting.
<b>Brooks Road, Barrow Hill</b>	+	+	+	0	0	0	0	++	0	0	0	0	This is a small site that would only meet immediate needs, located in a regeneration priority area. The nearest GP is 1.8km from the site and therefore the health score is only a minor positive. The site scores neutral against the landscape objective but does border open countryside. The site is within Flood Zone 1 and will have a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation.	Appropriate boundary treatment to the west of the site.
<b>Bevan Drive, Inkersall</b>	++	++	0	0	--	0	0	++	0	0	0	0	This is a large sized site that can accommodate family growth over time, and has significant positive effects on meeting housing needs. The health effects are significant positive due to the close proximity of local open space and GP. The site is not within a regeneration priority area but will contribute to	Due to the majority of the site being within a Local Wildlife Site



SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change Adaptation	9 Climate Change Mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services	Summary Comment	Mitigation Required
													addressing deprivation in the travelling community. The site scores neutral against the landscape objective as it is on the edge of countryside. The site is within Flood Zone 1 and will have a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation. Due to the ancient woodland there is a potential significant negative impact o biodiversity.	and Ancient Woodland there is potential significant negative impact on biodiversity that will require mitigation, although part of the site is PDL and may have development potential.
<b>Birchwood Crescent, Grangewood</b>	++	++	+	0	0	+	0	-	0	0	0	0	This is a large site that can accommodate extended family growth over time, and has significant positive effects on meeting housing needs. The health effects are also significant positive due to the close proximity of local open space and GP. The site is in a regeneration priority area. The site scores minor positive against the landscape objective as it is within the urban area. The site is within Flood Zone 1 but is at medium risk of surface water flooding and will have a minor negative effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation, although there is a medium risk of surface water flooding at will require mitigation. Due to the proximity of residential properties there is potentially an adverse impact on amenity due to overlooking.	Potential need for mitigation due to surface water flood risk. Appropriate site design and screening to mitigate potential adverse

SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change Adaptation	9 Climate Change Mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services	Summary Comment	Mitigation Required
														impact on amenity.
<b>Atlee Road, Inkersall</b>	+	++	0	0	0	+	0	++	0	0	0	0	This is a moderate sized site that can accommodate some limited family growth over time, and has minor positive effects on meeting housing needs. The health effects are significant positive due to the close proximity of local open space and GP. The site is not within a regeneration priority area but will contribute to addressing deprivation in the travelling community. The site scores minor positive against the landscape objective as it is within the urban area. The site is within Flood Zone 1 and will have a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation. Due to the proximity of residential properties there is potentially an adverse impact on amenity due to overlooking.	Appropriate site design and screening to mitigate potential adverse impact on amenity.
<b>Keswick Drive, Newbold</b>	+	++	0	0	0	+	0	++	0	0	0	0	This is a moderate sized site that can accommodate some limited family growth over time, and has minor positive effects on meeting housing needs. The health effects are significant positive due to the close proximity of local open space and GP. The site is not within a regeneration priority area but will contribute to addressing deprivation in the travelling community. The site scores minor positive against the landscape objective as it is within the urban area. The site is within Flood Zone 1 and will a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a have neutral impact on both natural resources and climate change mitigation. Due to the proximity of residential properties there is potentially an adverse impact on amenity due to overlooking.	Appropriate site design and screening to mitigate potential adverse impact on amenity.

SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change Adaptation	9 Climate Change Mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services	Summary Comment	Mitigation Required

## **NTS8      Next Steps and How to Comment**

The findings of this sustainability appraisal will be used to help the Council come to a decision whether or not a site is suitable for use as a Gypsy and Traveller site. Preferred site/s will be identified in the next version of the Local Plan and accompanying SA report.

The new Local Plan will be published for public consultation and 'submitted' to the Government for examination. An independent Inspector will be appointed to consider the soundness of the Plan i.e. is it justified, effective (deliverable) and consistent with national policy. The Inspector will then make recommendations for the Council to consider.

If sites are included as allocations in the new Local Plan, the proposed monitoring and reporting framework will need to be amended to make specific provision for the requirements of Gypsy and Traveller sites. It is recommended that the following indicator is added to Objective 1 To ensure that housing stock meets the needs of all communities in the Borough:

*Recommended Indicator – Gypsy and Traveller Sites (Number of Pitches)*

### **How to Comment on this SA Report**

This SA Report will be subject to a **6 week consultation period from Monday 12<sup>th</sup> February to 5pm on Monday 26<sup>th</sup> March 2018**. Details of how to respond to the consultation are provided below.

#### **This Consultation: How to Give Us Your Views**

We would welcome your views on any aspect of this SA Report.

Please provide your comments by 5pm Monday 26<sup>th</sup> March 2018. Comments should be sent to:

By email: [local.plan@chesterfield.gov.uk](mailto:local.plan@chesterfield.gov.uk)

By post: Strategic Planning and Key Sites Chesterfield Borough Council, Town Hall, Rose Hill, Chesterfield S40 1LP

**Non-Technical Summary**

<b>NTS1</b>	<b>Purpose of this report</b>
<b>NTS2</b>	<b>What is the Local Plan?</b>
<b>NTS3</b>	<b>What are Gypsy and Traveller sites?</b>
<b>NTS4</b>	<b>What is Sustainability Appraisal?</b>
<b>NTS5</b>	<b>How were the sites identified?</b>
<b>NTS6</b>	<b>How were the sites appraised?</b>
<b>NTS7</b>	<b>Results of the appraisal</b>
<b>NTS8</b>	<b>Next steps and how to comment</b>

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- 2.2 Sustainability Appraisal Framework**
- 2.3 Amendments to the SA Framework to address Gypsy and Traveller Sites**
- 2.4 When was the SA undertaken and by Whom**
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**Appendices**

- A Sites Rejected at Stage 1 of the LAA**
- B Sites Rejected at Stage 2a of the LAA**

- C SA Objectives**
- D Amended Site Appraisal Framework**
- E Shortlisted Sites Appraisal Matrices**

## 1.0 Introduction

### 1.1 Background

- 1.1.1 The Council is working towards a Local Plan that will cover the period to 2033. As part of the Local Plan preparation, Chesterfield Borough Council (CBC) is in the process of trying to identify sites to meet the need for Gypsy and Traveller Accommodation in the borough.
- 1.1.2 The Derbyshire [Gypsy and Traveller Accommodation Assessment 2014 \(GTAA\)](#) concluded that Chesterfield Borough has a pitch requirement of 4 over the period 2014 to 2019, with no requirement for the remainder of the plan period. Half of this need has been met through planning permissions, and the Council is therefore seeking to identify a site for two pitches together with a reserve site to be brought forward if required. The intention is to consult on site options at this stage.
- 1.1.3 Since the GTAA was published there has been a change to the definition of Gypsies and Travellers for planning policy purposes (2015 Planning Practice for Traveller Sites). The revised definition is:
- “Persons of nomadic habit of life whatever their race or origin, including such persons who on grounds only of their own or their family’s or dependants’ educational or health needs or old age have ceased to travel temporarily, but excluding members of an organised group of travelling showpeople or circus people travelling together as such.”*
- 1.1.4 The previous definition included persons who had ceased to travel permanently but this was removed in 2015. It is important that the needs of Gypsies and Travellers that no longer meet the definition for planning policy purposes continue to be met.
- 1.1.5 The Council is required to carry out a SA of the Local Plan to help guide the selection and development of policies and proposals in terms of their potential social, environmental and economic effects under Section 19(5) of the Planning and Compulsory Act 2004.
- 1.1.6 In undertaking this requirement, LPAs must also incorporate the requirements of European Union Directive 2001/42/EC on the assessment of the effects of certain plans and programmes on the environment, referred to as the SEA Directive, and its transposing regulations the Environmental Assessment of Plans and Programmes Regulations 2004 (statutory instrument 2004 No. 1633).
- 1.1.7 SA plays an important role in demonstrating that a local plan reflects sustainability objectives and has considered reasonable alternatives.
- 1.1.8 The Council is preparing to consult on options for the provision of sites for Gypsies and Travellers and has prepared this SA report (referred to hereafter

as 'SA Report for the GT Consultation') to accompany the consultation document and inform site selection.

- 1.1.9 A separate SA Report was prepared for the Local Plan in January 2017 and accompanied the Regulation 18 consultation on the Draft Local Plan. It is referred to as the 'SA Report for the Local Plan' in this report. This SA Report for the GT Consultation is an addendum to the SA Report for the Local Plan.
- 1.1.10 As the Local Plan progresses it is envisaged that the preferred sites for Gypsies and Travellers will be incorporated into the next iteration of the Local Plan (the Pre-Submission Local Plan). This means that this SA Report addendum that accompanies the consultation on Gypsy and Traveller sites is an interim report that relates to SA work already undertaken, uses an approach to appraisal that is consistent with that already used and identifies how the findings will be used at the next stage of Local Plan development (and accompanying SA reporting). By explicitly cross referencing the SA work already undertaken, it fully meets all the necessary SEA/SA reporting requirements for the stage. The findings of this SA Report Addendum will be included in the SA Report that accompanies the Pre-Submission Local Plan, and will help ensure it is fully compliant with the SEA Directive.
- 1.1.11 The following have been prepared to date and provide context for the Council's work on the identification of potential locations for Gypsy and Traveller sites and the accompanying SA:
- A Scoping Report for the SA of the Local Plan was published in October 2016 and consulted on between October and November 2016;
  - Consultation on the new Local Plan took place between January and February 2017. This included consultation on a revised vision, spatial strategy and proposals to revise policy in the adopted Core Strategy;
  - A Sustainability Appraisal Report (January 2017) accompanied the consultation on the new Local Plan.

## **1.2 Key Issues for the SA of the Gypsy and Traveller Consultation Document**

### **Process for Identifying Sites**

- 1.2.1 As no privately owned sites were put forward in the 2016 Call for Sites or the 2017 Draft Local Plan consultation as potential gypsy and traveller sites, or following requests to Derbyshire County Council, the Council has investigated its own land holdings. In particular, garage sites were investigated for two main reasons:
- CBC Housing Services have been undergoing a review of garage 'plot' sites with a view to disposal where appropriate
  - Garage sites tend to be located in or on the edge of the existing urban area and are not 'large', therefore are a reasonable potential source of



land supply for meeting the borough's need for Gypsy and Traveller accommodation.

- 1.2.2 A total of 46 former garage sites were identified. Specific issues associated with the existing garage sites include fly tipping and anti-social behaviour, informal and unauthorised accesses. There may be some issues associated with the loss of a small number of the garage sites which are in active use, namely an impact on the road network due to an increase in on-street parking. This is however considered to be minimal as the majority of garages are not used for storing/parking of vehicles.
- 1.2.3 Other potential sources of sites that were considered included the strategic sites identified in both the adopted Local Plan and the new Draft Local Plan, where the principle of housing development is supported, therefore Gypsy and Traveller pitches are also supported as one form of housing provision.
- Waterside – this site was rejected because it has outline planning permission and development has commenced on some reserved matters permissions.
  - Staveley Works – this is a very large complex site that is very unlikely to be remediated and ready for development within the time period in which the Gypsy and Traveller pitches are needed (i.e. before 2019). This site could be considered for pitches in the future if an updated GTAA identifies additional need.
  - Dunston – this was included in the Draft Local Plan as a potential reserved site for future development needs and as such will not be available to meet the current need for pitches. Should this site proceed to formal allocation in the new Local Plan it could be considered for pitches in the future if an updated GTAA identifies additional need.
- 1.2.4 The other potential source of Gypsy and Traveller sites are suitable sites currently in the Green Belt, where the site could be inset from the Green Belt. No such sites have been put forward to the council for consideration. Sites in the Green Belt for any form of housing (including pitches) are not considered appropriate as there is sufficient land within the borough to accommodate new development without the need to review the Green Belt. The council is committed to working with neighbouring authorities on a strategic review of the Green Belt should this become necessary. However, at the current time no exceptional circumstances have been identified to warrant altering Green Belt boundaries within Chesterfield Borough.
- 1.2.5 The final potential source was the expansion of the existing gypsy and traveller site, but this option was rejected due to land stability and contamination issues as evidenced by information and studies submitted as part of the planning application.

### **Process of Assessing Sites**

- 1.2.6 The 46 former garage sites were assessed using the three stage Land Availability Assessment (LAA):

- Initial Site Assessment Criteria (Stage 1 and 2a) 2016 Methodology;
- Detailed Site Assessment Criteria (Stage 2b) 2016 Methodology;
- Gypsy and Traveller sites detailed assessment 2017 Methodology;

1.2.7 22 sites did not pass Stage 1 and were rejected as they did not meet the minimum size threshold and/or were unavailable (see Appendix A for a list of these sites).

1.2.8 A total of 24 available sites have been assessed in line with the Stage 2a [Land Availability Assessment](#) and the Gypsy and Traveller Site Assessment Methodology. Of the 24 sites that have been assessed, 18 have been rejected for further consideration, including Sustainability Appraisal. This is because they have failed the first two stages of Land Availability Assessment (LAA) assessment. It is important to note that these sites may need to be reconsidered if there are no other suitable, available and deliverable sites. Site maps and a summary of the main reasons for rejection can be found in Appendix B.

### 1.3 Sites shortlisted for Sustainability Appraisal

1.3.1 Six sites have passed the first two stages of the LAA and have therefore been shortlisted for more detailed assessment under stage 2b of the LAA, the detailed Gypsy and Traveller assessment and sustainability appraisal. The following table presents a summary of the LAA assessment to date for the six shortlisted sites which provide the reasons why the alternatives were selected for consideration:

Table 1: Summary of the LAA assessment for the six shortlisted sites and reasons for selection for consideration

LAA ref.	Site	Summary of LAA Assessment
32	<b>Miller Avenue, Mastin Moor</b>	<p>Site area 0.41.</p> <p>Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.</p> <p>Flood zone 1 and surface water flood risk very low. No known land stability or land contamination constraints.</p> <p>Significant access or highway safety issues are unlikely.</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p> <p>Sufficient capacity in education infrastructure (Norbriggs Primary School, Netherthorpe School and Springwell Community College) and health (GP Royal Primary Care).</p> <p>Capacity of local public open space is unknown (this is the case for all LAA sites as the Council's Public Open Space</p>

		<p>Assessment has not yet been updated to be NPPF compliant).</p> <p>Potential impact on Biodiversity given boundary vegetation. Garages unlikely to be suitable for bat roosts due to modern style of construction.</p> <p>Potential minor but mitigable impact on Landscape character given that the site is an extension of an existing settlement into open countryside.</p> <p>No adverse impacts on green wedge/strategic gap, amenity of locality, amenity on site, heritage, or air pollution.</p> <p>Accessibility – Good. The site is within 15 minutes by foot, bicycle or public transport to a centre, primary school and GP, and within 20 minutes to a secondary school.</p> <p>Within a Regeneration Priority Area. Housing Services object as the site is being considered for housing redevelopment in connection with wider regeneration.</p> <p>Gypsy and Traveller Specific LAA Criteria</p> <p>Slope on western side of the site will reduce developable area to around 2000sqm. Good size and phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is good. Drinking water supply potential is moderate. Water Supply 60m to south. 225mm dia. SW and 150mm dia. Foul immediately adjacent.</p> <p>The access would accommodate a LGV without problems.</p>
341	<b>Brooks Road, Barrow Hill</b>	<p>Site area 0.07.</p> <p>Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.</p> <p>Flood zone 1 and surface water flood risk very low. No known land stability or land contamination constraints.</p> <p>Significant access or highway safety issues are unlikely although note that two way traffic through the access isn't likely to be possible.</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p> <p>Potential issue with capacity in education infrastructure. Sufficient capacity in health (GP Royal Primary Care).</p> <p>Capacity of local public open space is unknown (this is the case for all LAA sites as the Council's Public Open Space Assessment has not yet been updated to be NPPF compliant).</p> <p>No adverse impacts on Biodiversity</p>

		<p>Potential minor but mitigable impact on Landscape character given that the site borders open countryside.</p> <p>No adverse impacts on green wedge/strategic gap, amenity of locality, amenity on site, heritage, or air pollution.</p> <p>Accessibility – Good. The site is within 15 minutes by foot, bicycle or public transport to a centre, primary school and GP, and within 20 minutes to a secondary school.</p> <p>Within a Regeneration Priority Area.</p> <p>Gypsy and Traveller Specific LAA Criteria</p> <p>Moderate size but poor phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is excellent. Drinking water supply potential is excellent. 225mm dia. SW and 225mm dia. Foul in Brooks Road.</p>
<p><b>124</b></p>	<p><b>Bevan Drive, Inkersall</b></p>	<p>Site area 0.61</p> <p>Site is within Westwood and Parkers Wood Local Wildlife Site. The majority of the site is located within an area identified as Ancient Woodland and at present there is insufficient information on impact. Site includes areas of hardstanding which could have development potential.</p> <p>Flood zone 1 FZ1. Small areas of low surface water flooding risk on site.</p> <p>Significant access or highway safety issues are unlikely.</p> <p>No adverse impacts on heritage. No natural or topographical obstacles. No known constraints to physical infrastructure.</p> <p>Sufficient capacity in education infrastructure and health (GP Royal Primary Care).</p> <p>Capacity of local public open space is unknown (this is the case for all LAA sites as the Council's Public Open Space Assessment has not yet been updated to be NPPF compliant).</p> <p>No adverse impacts on green wedge/strategic gap, amenity of locality, or air pollution. Land contamination assessment required due to former use and potential for asbestos (EHO).</p> <p>Accessibility - Excellent. The site is within 800 metres of a centre, primary and secondary school, and GP.</p> <p>Good size and phasing potential. Scale of site is subservient to settlement. Boundary landscape is inadequate but mitigatable.</p>

		May need pumping of foul to mains due to levels.
<b>356</b>	<b>Birchwood Crescent, Grangewood</b>	<p>Site area 1.16</p> <p>Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.</p> <p>Flood zone 1 FZ1. Lower part of site has a medium risk of surface water flooding, and a minor overlap with high risk area. No known land stability or land contamination constraints.</p> <p>Significant access or highway safety issues are unlikely. The Highway Authority request replacement off-street parking but there is no evidence that the loss of the site would cause a significant on-street parking or highway safety problem. Highway Authority note that the access may need to be widened (there is space within the site to do so).</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p> <p>Sufficient capacity in education infrastructure and health (GP Royal Primary Care).</p> <p>Capacity of local public open space is unknown (this is the case for all LAA sites as the Council's Public Open Space Assessment has not yet been updated to be NPPF compliant).</p> <p>No adverse impacts on Biodiversity or Landscape character.</p> <p>No adverse impacts on green wedge/strategic gap, amenity of locality, heritage, or air pollution.</p> <p>Potential impact on site amenity due to a degree of overlooking and need for boundary screening but mitigable.</p> <p>Accessibility – Good. The site is within 800 metres of a centre, primary school and GP and within 15 minutes by foot, bicycle or public transport to a secondary school.</p> <p>Within a Regeneration Priority Area.</p> <p>Housing object as no current intention to dispose.</p> <p>Leisure Services objection due to impact on open space.</p> <p>Gypsy and Traveller Specific LAA Criteria</p> <p>Good size but poor phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is good. Drinking water supply potential is excellent. 225mm dia. SW and 225mm dia. Foul cross the site.</p>
<b>358</b>	<b>Atlee Road, Inkersall</b>	<p>Site area 0.16</p> <p>Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.</p>

		<p>Flood zone 1 and no surface water flood risk. No known land stability or land contamination constraints.</p> <p>Potential access or highway safety issues as the width of the sites access poses a significant constraint to any intensification of use. The access is likely to be unsuitable for vehicles with trailers and would need modification within highway land to prevent over-run of LGVs and/or trailers. The Highway Authority has not confirmed if they would accept alterations to the highway to accommodate access for LGVs and trailers. The Highway Authority request replacement off street parking but there is no evidence that the loss of the site would cause a significant on-street parking or highway safety problem.</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p> <p>Sufficient capacity in education infrastructure and health (GP Royal Primary Care).</p> <p>Capacity of local public open space is unknown (this is the case for all LAA sites as the Council's Public Open Space Assessment has not yet been updated to be NPPF compliant).</p> <p>No adverse impacts on Biodiversity or Landscape character.</p> <p>No adverse impacts on green wedge/strategic gap, amenity of locality, or air pollution.</p> <p>Potential adverse impacts on site amenity as the site feels overlooked on two sides and given the overlooking is at first floor level mitigation may not be feasible.</p> <p>Accessibility – Excellent. The site is within 800metres of a centre, primary and secondary school, and GP.</p> <p>Housing object the site is overlooked on all sides.</p> <p>Gypsy and Traveller Specific LAA Criteria</p> <p>Good size but poor phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is moderate. Drinking water supply potential is good. 225mm dia. SW in Attlee Road and 225mm dia. Foul approx. 30m to the East of the site along Attlee Road</p>
365	<b>Keswick Drive, Newbold</b>	<p>Site area 0.13</p> <p>Outside the Green Belt with no constraints in terms of protected species, local wildlife sites, ancient woodland or nature designations.</p> <p>Flood zone 1 and no surface water flood risk. No known land stability or land contamination constraints.</p> <p>Potential access or highway safety issues as the width of the sites access poses a significant constraint to any intensification</p>

		<p>of use. The access is likely to be unsuitable for vehicles with trailers and would need modification within highway land to prevent over-run of LGVs and/or trailers. The Highway Authority has not confirmed if they would accept alterations to the highway to accommodate access for LGVs and trailers. The Highway Authority request replacement off-street parking but there is no evidence that the loss of the site would cause a significant on-street parking or highway safety problem.</p> <p>No natural or topographical obstacles.</p> <p>No known constraints to physical infrastructure.</p> <p>Sufficient capacity in education infrastructure and health (GP Royal Primary Care).</p> <p>Capacity of local public open space is unknown (this is the case for all LAA sites as the Council's Public Open Space Assessment has not yet been updated to be NPPF compliant).</p> <p>No adverse impacts on Biodiversity or Landscape character.</p> <p>No adverse impacts on green wedge/strategic gap, amenity of locality, or air pollution.</p> <p>Potential adverse impacts on site amenity as there is a degree of overlooking but this is likely to be mitigable.</p> <p>Accessibility – Excellent. The site is within 800metres of a centre, primary and secondary school, and GP.</p> <p>Gypsy and Traveller Specific LAA Criteria</p> <p>Good size but poor phasing potential. Scale of site is subservient to settlement.</p> <p>Sewerage connection potential is moderate. Drinking water supply potential is excellent. 225mm dia. SW approx. 40m North and 225mm dia. Foul approx. 75m North in Keswick Drive</p>
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## **1.4 Purpose of Report**

- 1.4.1 SA plays an important role in demonstrating that a local plan reflects sustainability objectives and has considered reasonable alternatives.
- 1.4.2 This SA Report has been prepared to accompany the consultation document and inform site selection. A separate SA Report was prepared for the Local Plan in January 2017 and accompanied the Regulation 18 consultation on the Draft Local Plan. It is referred to as the 'SA Report for the Local Plan' in this report. This SA Report for the GT Consultation is an addendum to the SA Report for the Local Plan, and as such has fully met all the necessary reporting requirements that are relevant, given the stage the Local Plan has reached.
- 1.4.3 As the Local Plan progresses it is envisaged that the preferred sites for Gypsies and Travellers will be incorporated into the next iteration of the Local Plan (the Pre-Submission Local Plan). This means that this SA Report that accompanies the consultation on Gypsy and Traveller sites is an interim report that is fully compliant with relevant SA/SEA reporting requirements because it relates to SA work already undertaken, uses an approach to appraisal consistent with that already used and identifies how it will be used at the next stage of Local Plan development (and accompanying SA reporting). The pre-submission Local Plan will therefore be accompanied by an SA that is fully compliant with the SEA Directive.
- 1.4.4 The findings of the SA of Gypsy and Traveller site options will help to inform the Council's site selection process and therefore the Council's decision on what site/s will be selected or rejected. It should be noted that whilst the SA findings are considered by the Council in its selection of options and form part of the supporting evidence, the SA findings are not the sole basis for a decision; other material planning and feasibility considerations play a key role in the decision-making process.



## 2.0 Approach to the Sustainability Appraisal

### 2.1 Introduction

- 2.1.1 This section sets out the approach to Sustainability Appraisal of the potential Gypsy and Traveller sites. It explains that the appraisal is based on the 12 objectives set out in the Local Plan SA. These objectives were developed using the wider baseline and review of plans and programmes that has already been provided in the November 2016 Scoping Report and the January 2017 SA Report.
- 2.1.2 This section also provides justification for amendments that have been made to the Local Plan SA Appraisal Framework in order to address the particular considerations for Gypsy and traveller sites, comply with National Planning guidance, and relate to the detailed methodology used to assess sites in the councils Land Availability Assessment. Commentary on important issues that are not explicitly covered in the appraisal framework is also provided.
- 2.1.3 The final part of this section explains when the SA was undertaken and by whom, and whether any technical difficulties were encountered.

### 2.2 Sustainability Appraisal Framework

- 2.2.1 Consideration has been given to 6 potential Gypsy and Traveller sites which have been appraised against the full SA Framework of 12 objectives (see Appendix C) that was developed through the SA process for the Local Plan. The [SA Scoping Report](#) published in October 2016 sets out how the SA Objectives were developed and is available on the Council's website.
- 2.2.2 The significance key used in the appraisal of potential Gypsy and Traveller sites is presented below and is the same as used in the SA for the Local Plan.

Score	Description	Symbol
Significant Positive Effect	The proposed option/policy contributes significantly to the achievement of the objective.	++
Minor Positive Effect	The proposed option/policy contributes to the achievement of the objective but not significantly.	+
Neutral	The proposed option/policy does not have any effect on the achievement of the objective	0
Minor Negative Effect	The proposed option/policy detracts from the achievement of the objective but not significantly.	-
Significant Negative Effect	The proposed option/policy detracts significantly from the achievement of the objective.	--
No Relationship	There is no clear relationship between the proposed option/policy and the achievement of the objective or the relationship is negligible.	~
Uncertain	The proposed option/policy has an uncertain relationship to the objective or the relationship is dependent on the way in which the aspect is managed. In addition, insufficient information may be available to enable an appraisal to be made.	?

## 2.3 Amendments to the SA Framework to address Gypsy and Traveller sites

2.3.1 The basis for the assessment was the SA framework and site appraisal matrices already developed and applied to the Local Plan. To take into account the distinct nature of the Gypsy and Traveller sites (as opposed to housing or employment sites for the settled community) and ensure that a robust, appropriate and proportionate appraisal could be undertaken, amendments were made to the criteria applied to some of the objectives in the site appraisal. The amended site appraisal framework matrix is shown at Appendix D.

2.3.2 A description of the amendments with a justification is below:

### Objective 1- To ensure that housing stock meets the needs of all communities in the Borough

2.3.3 The scoring has been amended so that sites are scored as having a significant positive against this objective if they are large enough to accommodate an extended family over time. The size thresholds and information on ideal site size is set out in the Gypsy and Traveller Site Assessment Methodology and is based on government guidance (Designing Gypsy and Traveller Sites: Good Practice Guide DCLG May 2008) and the GTAA. The ideal size of site would accommodate one extended family (catering for growth in the family over time). Such a site of 3-4 pitches would be around 2000sqm in area and would allow for a phasing over time.

Site Size	LAA Scoring	SA Scoring
2000sqm to 2180sqm	Excellent	Significant Positive
1000sqm to 1999sqm	Good	Minor Positive
800sqm to 999sqm	Moderate	Minor Positive
500sqm to 799sqm Or materially larger than 2180sqm	Poor	Minor Positive

2.3.4 This differs from bricks and mortar housing for which sites are scored based on the number of units to be developed (99 or less or 100+). These thresholds are not appropriate to be used in an appraisal of sites for a very small number and scale of pitches.

### Objective 2 - To improve health and reduce health inequalities

2.3.5 No Change. Although not explicitly reflected in the appraisal of individual sites, it is important to note that there are likely to be significant health benefits

associated with a settled base in terms of being able to access health and education facilities.

**Objective 3 - To create sustainable communities**

- 2.3.6 No Change. Sites are scored on the basis of whether or not they are within a Regeneration Area, scoring a minor positive if they are or no significant effect if they are not. It is important to note that locating sites in regeneration areas means that the occupants could also benefit from wider regeneration of the area.

**Objective 4 -To enhance and conserve the cultural heritage of the Borough**

- 2.3.7 No Change.

**Objective 5 To protect and enhance biodiversity**

- 2.3.8 No Change.

**Objective 6 Protect and manage the landscape**

- 2.3.9 No Change.

**Objective 7 To manage prudently the natural resources of the region**

- 2.3.10 No Change.

**Objective 8 Plan for the anticipated different levels of climate change**

- 2.3.11 The scoring has been amended to take account of surface water flood risk. Sites that are at medium or high risk of surface water flooding will be scored as - and - - respectively. Where a site sits across areas of different flood risk it is scored against the highest flood risk.

**Objective 9 Minimise the borough's contribution to climate change**

- 2.3.12 No Change.

**Objective 10 Minimise the environmental impacts of waste and pollution**

- 2.3.13 No Change.

**Objective 11 Develop a strong culture of enterprise and innovation**

- 2.3.14 No Change. In the same way as housing for the settled community, all gypsy and traveller sites will be scored neutral on this objective as they do not provide any employment land.

- 2.3.15 It is important to note that the LAA gives consideration to the potential for mixed use development, including some employment in the form of live/work space. This is in line with National planning policy which requires consideration of the extent to which a site can accommodate a business use (allowing a Gypsy or traveller to live and work from home). In practice this means making a judgment as to the capacity of a site to contain a business use without causing unacceptable impacts to highway safety and the local environment (including future and neighbouring occupier's amenities). This would take into account matters such as; the sensitivity of neighbouring land uses to effects such as noise from working and disturbance from traffic, local ecology, prominence to view, access and boundary treatments.
- 2.3.16 Where sites are of sufficient scale for live/work this is acknowledged in the SA Site appraisal commentary. It is also acknowledged that given the proximity of the shortlisted sites to residential properties there may need to be mitigation to ensure that any impacts on neighbours are acceptable. Mitigation could include restrictions on the activities that might be undertaken on site and weight restrictions on the size of vehicle that can be accommodated on site.

### **Objective 12 Improve the accessibility to jobs and services**

- 2.3.17 No Change. This is not applied to housing sites for the settled community or to sites for Gypsies and Travellers.

### **Proximity of Sites to the Settled Community and Overlooking from Existing Residential Properties**

- 2.3.18 It is worth noting that an important factor in determining the suitability of sites that is not explicitly included in the SA framework (but is included in the LAA) is the proximity of the sites to the settled community and the extent to which sites would be overlooked by existing residential properties and vice versa. Where this has been identified it is included in the commentary of sites in the SA Site Appraisal, as it is important context.

## **2.4 When was the SA undertaken and by whom?**

- 2.4.1 The SA Scoping Report in 2016 and the Local Plan SA Report 2017 were prepared by Wood Environment and Infrastructure Solutions (formerly Amec Foster Wheeler).
- 2.4.2 The SA for the gypsy and traveller consultation (addendum to the 2017 Local Plan SA) was undertaken by council planning officers. The site appraisals were undertaken using professional judgment, supported by the baseline information (SA Scoping Report 2016), evidence gathered as part of the Council's LAA, and comments received from internal consultees (including Housing, Community Safety, Drainage, Development Management (including Conservation, Tree Officer and Urban Design), Environmental Protection, and Leisure Services) and the Highway Authority (Derbyshire County Council).

- 2.4.3 This report and all the site assessments have also been subject to an independent review by the consultants Wood Environment and Infrastructure Solutions who carried out the Local Plan SA work.

## **2.5 Technical Difficulties**

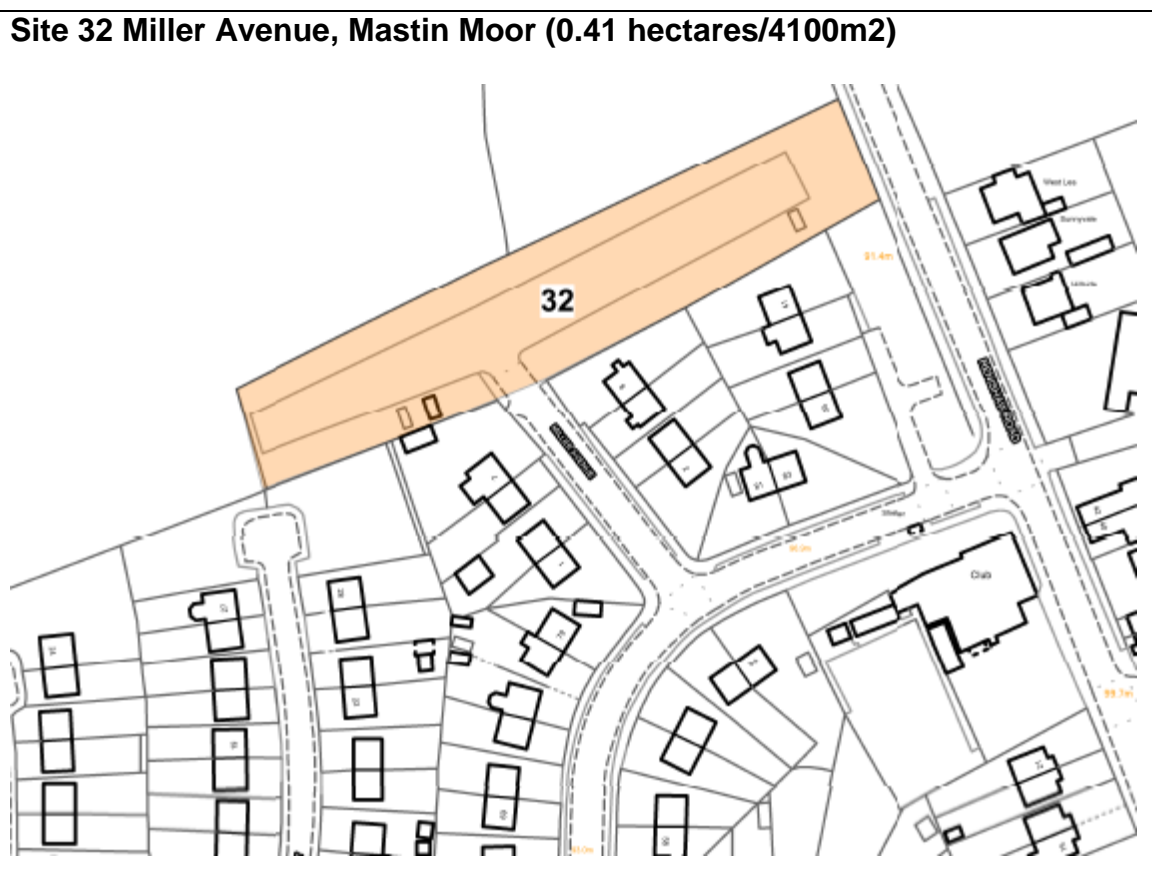
- 2.5.1 Due to the very small scale of the sites, and the particular planning policy considerations for gypsy and traveller sites (as set out in the 2015 Traveller Planning Practice Guidance), it was necessary to amend the site appraisal framework, as described in section 2.3 above.
- 2.5.2 Consultation was carried out internally with other relevant council departments but responses were only received from Engineering, Housing and Leisure Services. External consultation was carried out with the Derbyshire County Council Highways Authority and also Derbyshire County Council with regard to accessibility information. A response was only received from the Highway Authority.
- 2.5.3 Sustainability Appraisal is informed by the best available information and data. However, data gaps and uncertainties exist and it is not always possible to accurately predict effects at a strategic level of assessment.
- 2.5.4 Section 3 presents the results for the detailed appraisal of the sites, with the SA matrices for each site provided at Appendix E for reference.

## 3.0 Appraisal of Effects

### 3.1 Introduction

3.1.1 This section presents the findings of the appraisal of effects of the six potential gypsy and traveller sites against the SA objectives. A site plan, scoring against each objective and a detailed comment is provided for each site. A summary table showing the performance of all six sites against the SA objectives together with a brief summary comment and notes on mitigation (where applicable) is provided at section 3.3. The potential for cumulative effects is covered at 3.4.

### 3.2 Results

Site 32 Miller Avenue, Mastin Moor (0.41 hectares/4100m2)												
												
SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services
<b>Appraisal Summary</b>	++	+	+	0	0	0	0	++	0	0	0	0
<b>Commentary</b>												

The site is significantly larger than the minimum site size of 500sqm for one pitch or the ideal size of site (to accommodate one extended family catering for growth in the family over time) of around 2000sqm.

The development of the potential site is considered to lead to significant long term positive effects on SA Objectives relating to housing needs. The site is large enough to provide land for caravans to meet existing and potentially additional future needs in the area. The development of the potential site will have indirect positive effects on health and wellbeing through providing a permanent/ semi-permanent base, and is within 800m of recreational open space. The nearest GP however is over 2km from the site, but does have capacity. The overall effects on SA objectives relating to health are considered to be minor positive.

The site is within the Mastin Moor Regeneration Priority Area and occupants could benefit from wider regeneration of the area. The effect on SA objective 3 is considered to be a minor positive.

Potential effects on historic environment are considered to be neutral as there are no heritage assets (including listed buildings, Conservation areas or Scheduled Monuments) on or adjacent to the site. The possibility of archaeology on the site is limited due to the previous development, and if present then mitigation is provided by national and local planning policy and can be put in place at the development management level to address any potential negative effects. The same is true for biodiversity impacts, as the site is not within 100m of a locally designated site or within 500m of a nationally/internationally designated site. The presence of protected species and the ecological value of the site are not known at this stage. A habitat assessment is likely to be required given the boundary vegetation. The long term effects on this SA objective are considered to be neutral.

The site scores amber in the LAA against landscape and local character and therefore scores as neutral against this objective. It is acknowledged that this site is an extension of an existing settlement into open countryside, albeit on previously developed land and is likely to require some form of proportionate landscape character and visual amenity impact assessment. It is likely that effective mitigation could be provided along with appropriate boundary treatment and control of lighting.

The effects on the SA Objective relating to natural resources (water, air, soil and minerals) and waste and pollution are considered to be neutral in the long term. The site is not within 500m of an Air Quality Management Area and the scale of the site indicates that no material effect is likely.

There is a significant positive effect on climate change adaptation as the site is in flood zone 1 and there is a very low risk of surface water flooding. In terms of climate change mitigation, this is considered to be neutral across projects as all projects could contribute to this objective to some degree, and given the very small scale of the development it is considered unlikely to create significant additional waste or significant contributions to greenhouse gases.

The effect on the enterprise and innovation is neutral at this stage as although the development would not provide employment land, the site is of sufficient size that there is potential for some live/work space. It could be considered whether to explicitly allow for employment uses on the site in addition to residential to support this SA Objective. This can help to reflect the extent to which traditional lifestyles can contribute to sustainability as Gypsies and Travellers can often live and work from the same

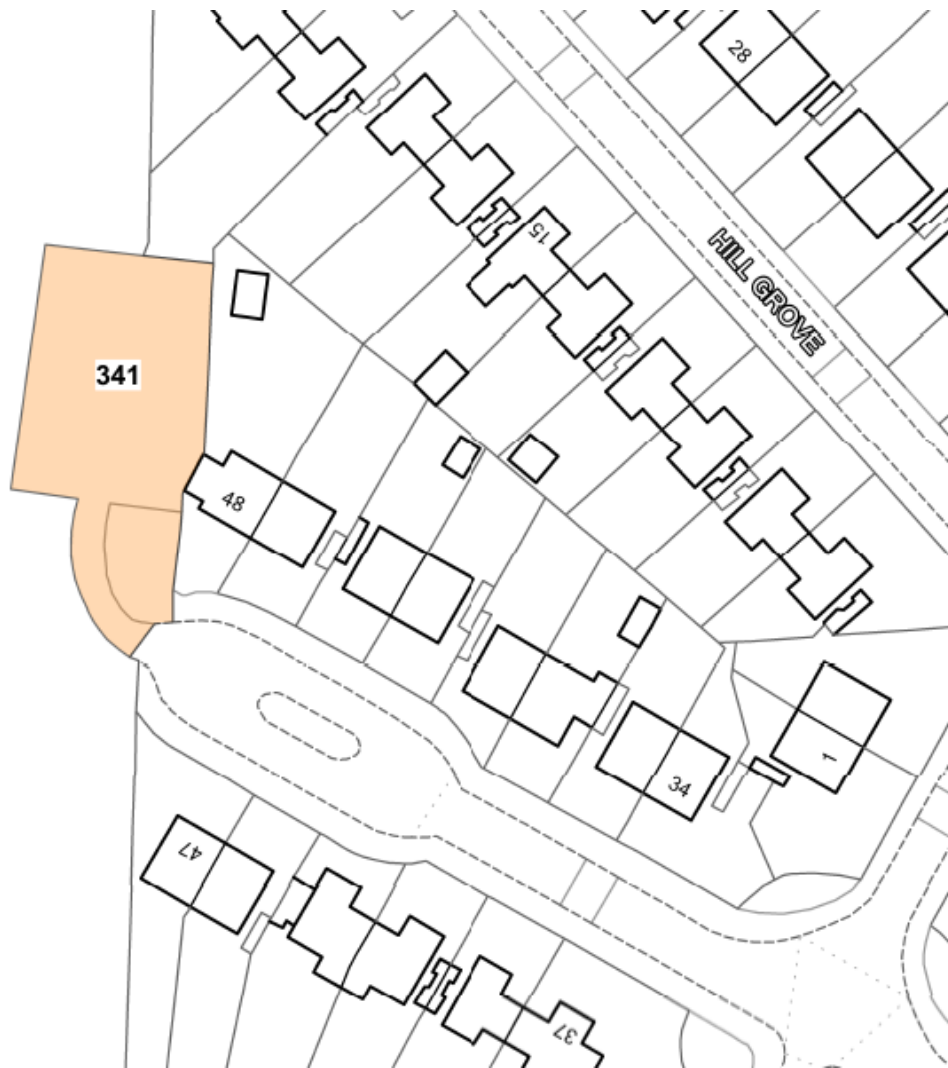
location. Due to proximity to residential properties there is likely to be a need for mitigation and controls to ensure an acceptable level of amenity is achieved on the site and for neighbouring occupiers. Consideration also takes into account impacts to highway safety and the local environment. Mitigation could include restrictions on the activities that might be undertaken on site and weight restrictions on the size of vehicle that can be accommodated on site.

In the same way as housing for the settled community, all gypsy and traveller sites will be scored neutral on objective 12 as they do not provide any employment land.

It is important to note that In terms of improving accessibility to jobs and services, although the site would not provide any employment, the LAA (Gypsy and Traveller sites detailed methodology) scores the site as having good accessibility, as it is within 15 minutes by foot, bicycle or public transport to a centre, primary school and GP, and within 20 minutes to a secondary school.



**Site 341 Brooks Road, Barrow Hill (0.07 hectare/700m2)**



<b>SA Objectives</b>	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services
<b>Appraisal Summary</b>	+	+	+	0	0	0	0	++	0	0	0	0

**Summary**

The site is just above the minimum site size of 500sqm for one pitch, and considerably below the ideal size of site (to accommodate one extended family catering for growth in the family over time) of around 2000sqm.

The development of the potential site is considered to lead to minor positive effects on SA Objectives relating to housing needs. The site is only large enough to provide land for caravans to meet existing immediate needs in the area and does not allow for family growth

or additional future needs. The development of the potential site will have indirect positive effects on health and wellbeing through providing a permanent/ semi-permanent base, and is within 800m of recreational open space. The nearest GP however is 1.8km from the site, but does have capacity. The overall effects on SA objectives relating to health are considered to be minor positive.

The site is within the Barrow Hill Regeneration Priority Area and occupants could benefit from wider regeneration of the area. The effect on SA objective 3 is considered to be a minor positive.

Potential effects on historic environment are considered to be neutral as there are no heritage assets (including listed buildings, Conservation areas or Scheduled Monuments) on or adjacent to the site. The possibility of archaeology on the site is limited due to the previous development, and if present then mitigation is provided by national and local planning policy and can be put in place at the development management level to address any potential negative effects. The same is true for biodiversity impacts, as the site is not within 100m of a locally designated site or within 500m of a nationally/internationally designated site. The presence of protected species and the ecological value of the site are not known at this stage. The long term effects on this SA objective are considered to be neutral.

The site scores amber in the LAA against landscape and local character and therefore scores as neutral against this objective. It is acknowledged that this site meets open countryside and there would be a need for appropriate boundary treatment to the west of the site.

The effects on the SA Objective relating to natural resources (water, air, soil and minerals) and waste and pollution are considered to be neutral in the long term. The site is not within 500m of an Air Quality Management Area and the scale of the site indicates that no material effect is likely.

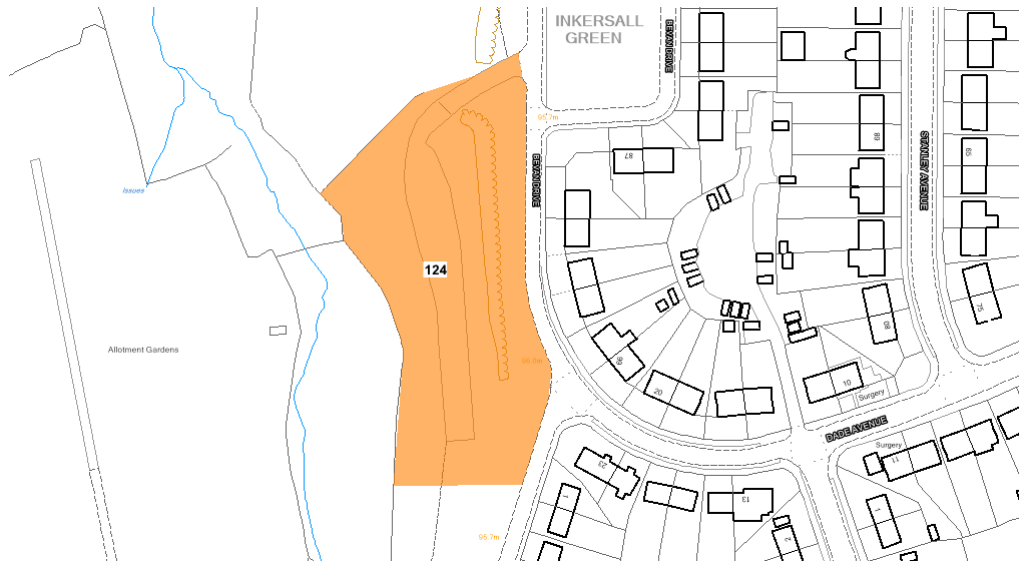
There is a significant positive effect on climate change adaptation as the site is in flood zone 1 and there is a very low risk of surface water flooding. In terms of climate change mitigation, this is considered to be neutral across projects as all projects could contribute to this objective to some degree, and given the very small scale of the development it is considered unlikely to create significant additional waste or significant contributions to greenhouse gases.

The effect on the enterprise and innovation is neutral at this stage as the development would not provide employment land, and the site is not of sufficient size to allow potential for some live/work space.

In the same way as housing for the settled community, all gypsy and traveller sites will be scored neutral on objective 12 as they do not provide any employment land.

It is important to note that In terms of improving accessibility to jobs and services, although the site would not provide any employment, the LAA (Gypsy and Traveller sites detailed methodology) scores the site as having good accessibility, as it is within 15 minutes by foot, bicycle or public transport to a centre, primary school and GP, and within 20 minutes to a secondary school.

**Bevan Drive, Inkersall 0.61 hectares/6100m<sup>2</sup>**



SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services
<b>Appraisal Summary</b>	++	++	0	0	-	0	0	++	0	0	0	0

**Summary**

The site is significantly larger than the minimum site size of 500sqm for one pitch or the ideal size of site (to accommodate one extended family catering for growth in the family over time) of around 2000sqm.

The development of the potential site is considered to lead to minor long term positive effects on SA Objectives relating to housing needs. The site is large enough to provide land for caravans to meet existing needs in the area. The development of the potential site will have indirect positive effects on health and wellbeing through providing a permanent/ semi-permanent base, and is within 800m of recreational open space and a GP with capacity. The overall effects on SA objectives relating to health are considered to be significant positive.

The site is not within a Regeneration Priority Area and as such the long term effects on this SA objective are considered to be neutral. The site would however contribute to addressing deprivation in the travelling community.

Potential effects on historic environment are considered to be neutral as there are no heritage assets (including listed buildings, Conservation areas or Scheduled Monuments) on or adjacent to the site. The possibility of archaeology on the site is limited due to the previous development, and if present then mitigation is provided by national and local planning policy and can be put in place at the development management level to address any potential negative effects.

The majority of the site is within 100m of a locally designated site (Local Wildlife Site and Ancient Woodland). The presence of protected species and the ecological value of the site are not known at this stage. The long term effects on this SA objective are considered to be potentially significant negative, subject to necessary assessments and mitigation.

The site scores amber in the LAA against landscape and local character as the site is on the edge of countryside and therefore scores as neutral against this objective.

The effects on the SA Objective relating to natural resources (water, air, soil and minerals) and waste and pollution are considered to be neutral in the long term. The site is not within 500m of an Air Quality Management Area and the scale of the site indicates that no material effect is likely.

There is a significant positive effect on climate change adaptation as the site is in flood zone 1 and there is a very low risk of surface water flooding. In terms of climate change mitigation, this is considered to be neutral across projects as all projects could contribute to this objective to some degree, and given the very small scale of the development it is considered unlikely to create significant additional waste or significant contributions to greenhouse gases.

The effect on the enterprise and innovation is neutral at this stage as although the development would not provide employment land, the site is of sufficient size to allow potential for live/work space.

In the same way as housing for the settled community, all gypsy and traveller sites will be scored neutral on objective 12 as they do not provide any employment land.

It is important to note that In terms of improving accessibility to jobs and services, although the site would not provide any employment, the LAA (Gypsy and Traveller sites detailed methodology) scores the site as having excellent accessibility, as it is within 800metres of a centre, primary school, secondary school and GP.

**Site 356 Birchwood Crescent, Grangewood (1.16 hectares/11600m2)**



SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services
<b>Appraisal Summary</b>	++	++	+	0	0	+	0	-	0	0	0	0

**Summary**

The site is significantly larger than the minimum site size of 500sqm for one pitch or the ideal size of site (to accommodate one extended family catering for growth in the family over time) of around 2000sqm.

The development of the potential site is considered to lead to significant long term positive effects on SA Objectives relating to housing needs. The site is large enough to provide land for caravans to meet existing and potentially additional future needs in the area. The development of the potential site will have indirect positive effects on health and wellbeing through providing a permanent/ semi-permanent base, and is within 800m of recreational open space and GP with capacity. The overall effects on SA objectives

relating to health are considered to be significant positive.

The site is within the Rother Regeneration Priority Area and occupants could benefit from wider regeneration of the area. The effect on SA objective 3 is considered to be a minor positive.

Potential effects on historic environment are considered to be neutral as there are no heritage assets (including listed buildings, Conservation areas or Scheduled Monuments) on or adjacent to the site. The possibility of archaeology on the site is limited due to the previous development, and if present then mitigation is provided by national and local planning policy and can be put in place at the development management level to address any potential negative effects. The same is true for biodiversity impacts, as the site is not within 100m of a locally designated site or within 500m of a nationally/internationally designated site. The presence of protected species and the ecological value of the site are not known at this stage. The long term effects on this SA objective are considered to be neutral.

The site scores green in the LAA against landscape and local character as the site is within the urban area and therefore scores as minor positive against this objective.

The effects on the SA Objective relating to natural resources (water, air, soil and minerals) and waste and pollution are considered to be neutral in the long term. The site is not within 500m of an Air Quality Management Area and the scale of the site indicates that no material effect is likely.

There is a minor negative effect on climate change adaptation as although the site is in flood zone 1 there is a medium risk of surface water flooding on part of the site which may require mitigation. In terms of climate change mitigation, this is considered to be neutral across projects as all projects could contribute to this objective to some degree, and given the very small scale of the development it is considered unlikely to create significant additional waste or significant contributions to greenhouse gases.

The effect on the enterprise and innovation is neutral at this stage as although the development would not provide employment land, the site is of sufficient size that there is potential for some live/work space. It could be considered whether to explicitly allow for employment uses on the site in addition to residential to support this SA Objective. This can help to reflect the extent to which traditional lifestyles can contribute to sustainability as gypsies and travellers can often live and work from the same location. Due to proximity to residential properties there is likely to be a need for mitigation and controls to ensure an acceptable level of amenity is achieved on the site and for neighbouring occupiers. Consideration also takes into account impacts to highway safety and the local environment. Mitigation could include restrictions on the activities that might be undertaken on site and weight restrictions on the size of vehicle that can be accommodated on site.

In the same way as housing for the settled community, all gypsy and traveller sites will be scored neutral on objective 12 as they do not provide any employment land.

It is important to note that In terms of improving accessibility to jobs and services, although the site would not provide any employment, the LAA (Gypsy and Traveller sites detailed methodology) scores the site as having good accessibility, as it is within 800metres of a centre, primary school and GP, and within 15 minutes by foot, bicycle or public transport to a to a secondary school.

Due to the proximity of residential properties there is potentially an adverse impact on

amenity due to overlooking.

**Site 358 Atlee Road, Inkersall (0.16 hectares/1600m2)**



SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services
<b>Appraisal Summary</b>	+	++	0	0	0	+	0	++	0	0	0	0

**Summary**

The site is larger than the minimum site size of 500sqm for one pitch but under the ideal size of site (to accommodate one extended family catering for growth in the family over time) of around 2000sqm.

The development of the potential site is considered to lead to minor long term positive effects on SA Objectives relating to housing needs. The site is large enough to provide land for caravans to meet existing needs in the area. The development of the potential site will have indirect positive effects on health and wellbeing through providing a



permanent/ semi-permanent base, and is within 800m of recreational open space and a GP with capacity. The overall effects on SA objectives relating to health are considered to be significant positive.

The site is not within a Regeneration Priority Area and as such the long term effects on this SA objective are considered to be neutral. The site would however contribute to addressing deprivation in the travelling community.

Potential effects on historic environment are considered to be neutral as there are no heritage assets (including listed buildings, Conservation areas or Scheduled Monuments) on or adjacent to the site. The possibility of archaeology on the site is limited due to the previous development, and if present then mitigation is provided by national and local planning policy and can be put in place at the development management level to address any potential negative effects. The same is true for biodiversity impacts, as the site is not within 100m of a locally designated site or within 500m of a nationally/internationally designated site. The presence of protected species and the ecological value of the site are not known at this stage. The long term effects on this SA objective are considered to be neutral.

The site scores green in the LAA against landscape and local character as the site is within the urban area and therefore scores as minor positive against this objective.

The effects on the SA Objective relating to natural resources (water, air, soil and minerals) and waste and pollution are considered to be neutral in the long term. The site is not within 500m of an Air Quality Management Area and the scale of the site indicates that no material effect is likely.

There is a significant positive effect on climate change adaptation as the site is in flood zone 1 and there is a very low risk of surface water flooding. In terms of climate change mitigation, this is considered to be neutral across projects as all projects could contribute to this objective to some degree, and given the very small scale of the development it is considered unlikely to create significant additional waste or significant contributions to greenhouse gases.

The effect on the enterprise and innovation is neutral at this stage as although the development would not provide employment land, and the site is not of sufficient size to allow potential for live/work space

In the same way as housing for the settled community, all gypsy and traveller sites will be scored neutral on objective 12 as they do not provide any employment land.

It is important to note that In terms of improving accessibility to jobs and services, although the site would not provide any employment, the LAA (Gypsy and Traveller sites detailed methodology) scores the site as having excellent accessibility, as it is within 800metres of a centre, primary school, secondary school and GP.

Due to the proximity of residential properties there is potentially an adverse impact on amenity due to overlooking.

**Site 365 Keswick Drive, Newbold (0.13 hectares/1300m2)**



SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services
<b>Appraisal Summary</b>	+	++	0	0	0	+	0	++	0	0	0	0

**Summary**

The site is larger than the minimum site size of 500sqm for one pitch but under the ideal size of site (to accommodate one extended family catering for growth in the family over time) of around 2000sqm.

The development of the potential site is considered to lead to minor long term positive effects on SA Objectives relating to housing needs. The site is large enough to provide land for caravans to meet existing needs in the area. The development of the potential site will have indirect positive effects on health and wellbeing through providing a permanent/ semi-permanent base, and is within 800m of recreational open space and a GP with capacity. The overall effects on SA objectives relating to health are

considered to be significant positive.

The site is not within a Regeneration Priority Area and as such the long term effects on this SA objective are considered to be neutral. The site would however contribute to addressing deprivation in the travelling community.

Potential effects on historic environment are considered to be neutral as there are no heritage assets (including listed buildings, Conservation areas or Scheduled Monuments) on or adjacent to the site. The possibility of archaeology on the site is limited due to the previous development, and if present then mitigation is provided by national and local planning policy and can be put in place at the development management level to address any potential negative effects. The same is true for biodiversity impacts, as the site is not within 100m of a locally designated site or within 500m of a nationally/internationally designated site. The presence of protected species and the ecological value of the site are not known at this stage. The long term effects on this SA objective are considered to be neutral.

The site scores green in the LAA against landscape and local character as the site is within the urban area and therefore scores as minor positive against this objective.

The effects on the SA Objective relating to natural resources (water, air, soil and minerals) and waste and pollution are considered to be neutral in the long term. The site is not within 500m of an Air Quality Management Area and the scale of the site indicates that no material effect is likely.

There is a significant positive effect on climate change adaptation as the site is in flood zone 1 and there is a very low risk of surface water flooding. In terms of climate change mitigation, this is considered to be neutral across projects as all projects could contribute to this objective to some degree, and given the very small scale of the development it is considered unlikely to create significant additional waste or significant contributions to greenhouse gases.

The effect on the enterprise and innovation is neutral at this stage as although the development would not provide employment land, and the site is not of sufficient size to allow potential for live/work space

In the same way as housing for the settled community, all gypsy and traveller sites will be scored neutral on objective 12 as they do not provide any employment land.

It is important to note that In terms of improving accessibility to jobs and services, although the site would not provide any employment, the LAA (Gypsy and Traveller sites detailed methodology) scores the site as having excellent accessibility, as it is within 800metres of a centre, primary school, secondary school and GP.

Due to the proximity of residential properties there is potentially an adverse impact on amenity due to overlooking.

### 3.3 Summary of Appraisals

3.3.1 The following table presents a summary of performance of all six sites against the SA framework accompanied by a brief commentary. If any mitigation measures are needed regarding the selected sites, these are included.

Table 2 SA Summary

SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services	Summary Comment	Mitigation Required
<b>Miller Avenue, Mastin Moor</b>	++	+	+	0	0	0	0	++	0	0	0	0	This is a large site that can accommodate extended family growth over time, and has significant positive effects on meeting housing needs. The health effects are minor positive due to the local open space, but the nearest GP is over 2km from the site. The site is in a regeneration priority area. Although the effects on biodiversity and landscape are neutral, there is boundary vegetation and the site does encroach into open countryside. Phase 1 habitat assessment and a landscape character and visual amenity impact assessment are likely to be required. The site is within Flood Zone 1 and will have a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation.	Retention of hedgerows and trees, appropriate boundary treatment and control of lighting.
<b>Brooks Road, Barrow Hill</b>	+	+	+	0	0	0	0	++	0	0	0	0	This is a small site that would only meet immediate needs, located in a regeneration priority area. The nearest GP is 1.8km from the site and therefore the health score is only a minor positive. The site scores neutral against the landscape objective but does border open countryside. The site is within Flood Zone 1 and will have a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation.	Appropriate boundary treatment to the west of the site.

SA Objectives													Summary Comment	Mitigation Required	
	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services			
<b>Bevan Drive, Inkersall</b>	++	++	0	0	-	0	0	++	0	0	0	0	0	<p>This is a large sized site that can accommodate family growth over time, and has significant positive effects on meeting housing needs. The health effects are significant positive due to the close proximity of local open space and GP. The site is not within a regeneration priority area but will contribute to addressing deprivation in the travelling community. The site scores neutral against the landscape objective as it is on the edge of countryside. The site is within Flood Zone 1 and will have a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation. Due to the ancient woodland there is a potential significant negative impact on biodiversity.</p>	<p>Due to the majority of the site being within a Local Wildlife Site and Ancient Woodland there is potential negative impact on biodiversity that will require mitigation, although part of the site is PDL and may have development potential.</p>
<b>Birchwood Crescent, Grangewood</b>	++	++	+	0	0	+	0	-	0	0	0	0	0	<p>This is a large site that can accommodate extended family growth over time, and has significant positive effects on meeting housing needs. The health effects are also significant positive due to the close proximity of local open space and GP. The site is in a regeneration priority area. The site scores minor positive against the landscape objective as it is within the urban area. The site is within Flood Zone 1 but is at medium risk of surface water flooding and will have a minor</p>	<p>Potential need for mitigation due to surface water flood risk. Appropriate</p>

SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services	Summary Comment	Mitigation Required
													negative effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation, although there is a medium risk of surface water flooding at will require mitigation. Due to the proximity of residential properties there is potentially an adverse impact on amenity due to overlooking.	site design and screening to mitigate potential adverse impact on amenity.
<b>Atlee Road, Inkersall</b>	+	++	0	0	0	+	0	++	0	0	0	0	This is a moderate sized site that can accommodate some limited family growth over time, and has minor positive effects on meeting housing needs. The health effects are significant positive due to the close proximity of local open space and GP. The site is not within a regeneration priority area but will contribute to addressing deprivation in the travelling community. The site scores minor positive against the landscape objective as it is within the urban area. The site is within Flood Zone 1 and will have a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a neutral impact on both natural resources and climate change mitigation. Due to the proximity of residential properties there is potentially an adverse impact on amenity due to overlooking.	Appropriate site design and screening to mitigate potential adverse impact on amenity.
<b>Keswick Drive, Newbold</b>	+	++	0	0	0	+	0	++	0	0	0	0	This is a moderate sized site that can accommodate some limited family growth over time, and has minor positive effects on meeting housing needs. The health effects are significant positive due to the close proximity of local open space and GP. The site is not within a regeneration priority area but will contribute to addressing deprivation in the travelling community. The site scores minor positive against the	Appropriate site design and screening to mitigate potential adverse impact on

SA Objectives	1 Housing	2 Health	3 Sustainable Communities	4 Cultural Heritage	5 Biodiversity	6 Landscape	7 Natural Resources	8 Climate Change adaptation	9 Climate Change mitigation	10 Waste and Pollution	11 Enterprise and Innovation	12 Access to Jobs and Services	Summary Comment	Mitigation Required
													landscape objective as it is within the urban area. The site is within Flood Zone 1 and will a significant positive effect in relation to SA Objective 8 'Climate Change Adaptation.' It will have a have neutral impact on both natural resources and climate change mitigation. Due to the proximity of residential properties there is potentially an adverse impact on amenity due to overlooking.	amenity.

- 3.3.2 The site appraisals indicate that aside from the potential significant negative impact on the Local Wildlife Site and Ancient Woodland of Bevan Drive in Inkersall, the effects on the SA objectives are largely positive (with a mix of minor and significant positive effects in relation to SA Objective 1 'Housing), SA Objective 2 'Health,' SA Objective 6 'Landscape' and SA Objective 8 'Climate Change Adaptation) or no significant effect is identified.

### **3.4 Potential for Cumulative Effects**

- 3.4.1 The potential for cumulative effects has been considered in terms of overall allocations and given the minor scale of the sites and proposals, the nature of their locations, together with potential for mitigation measures no potential for significant cumulative effects has been identified.

## **4.0 Conclusions and Next Steps**

- 4.1 This section briefly summarises the key conclusions from the report and sets out the next steps, including details of how to comment on this report.

### **4.1 Summary of Site Appraisals**

- 4.1.1 The site appraisals indicate that potential significant negative impact on the Local Wildlife Site and Ancient Woodland of Bevan Drive in Inkersall the effects on the SA objectives are largely positive (with a mix of minor and significant positive effects in relation to SA Objective 1 'Housing), SA Objective 2 'Health,' SA Objective 6 'Landscape' and SA Objective 8 'Climate Change Adaptation) or no significant effect is identified.
- 4.1.2 In terms of mitigation, the sites that were considered to have a neutral impact on landscape and would require some mitigation to ensure no adverse impacts due to the edge of countryside locations are Miller Avenue and Brooks Road. The Bevan Drive site may require some mitigation to ensure no adverse impacts on the Local Wildlife Site and Ancient Woodland. The site in Grangewood may require mitigation due to surface water flood risk.
- 4.1.3 Although not explicitly covered in the appraisal framework, the larger sites with scope for some live/work element (Miller Avenue and Birchwood Crescent) may need mitigation to ensure that impacts arising from any work element on neighbours amenity are acceptable due to the proximity to residential properties.
- 4.1.4 Similarly, a matter not covered explicitly in the appraisal framework but of importance in determining the suitability of sites is the proximity of the sites to the settled community and the extent to which sites would be overlooked by existing residential properties and vice versa. This is an issue for three of the six sites.

### **4.2 Next Steps**



- 4.2.1 The findings of this sustainability appraisal and the responses to the consultation on Gypsy and Traveller sites (both the consultation document itself and the accompanying SA) will be used in the next (and subsequent) stage(s) of Local Plan development (and accompanying SA reporting).
- 4.2.2 The Council will take into account responses to this consultation including those from the public and statutory authorities and if the Council comes to the decision that a site is suitable for use as a Gypsy and Traveller site, then it will be included in the new Local Plan.
- 4.2.3 Preferred site/s will be identified in the pre-submission Local Plan and accompanying SA report.
- 4.2.4 The new Local Plan will be published for public consultation and 'submitted' to the Government for examination. The version of the new Local Plan submitted to Government will be accompanied by supporting documents, including a Statement of Representations that sets out details of who was consulted when preparing the Plan and how the main issues raised have been addressed. This provides a formal opportunity for the local community and other interests to comment on the 'soundness' of any proposed gypsy and traveller site allocation(s).
- 4.2.5 An independent Inspector will be appointed to consider the soundness of the Plan i.e. is it justified, effective (deliverable) and consistent with national policy. Everyone who makes an objection has the right to appear at the Inquiry. The Inspector will then make recommendations for the Council to consider.
- 4.2.6 Allocated sites will still have to go through the planning application process to determine the detailed aspects of development such as design, highways access and landscaping before development can commence. This will mean further information in the form of ecology and highways assessments may still be required on individual sites to gain planning permission and further local consultation will take place for any planning application with residents having an opportunity to make comments on the detailed design and layout of a site.

### **4.3 Monitoring**

- 4.3.1 It is a requirement of the SEA Directive and associated Regulations to establish how the significant sustainability effects of implementing the Local Plan will be monitored. However, as earlier government guidance on SEA (ODPM et al, 2005) notes, it is not necessary to monitor everything, or monitor an effect indefinitely. Instead, monitoring needs to be focused on significant sustainability effects, including unforeseen adverse effects.
- 4.3.2 Monitoring the Local Plan for sustainability effects can help to answer questions such as:
- Were the predictions of sustainability effects accurate?
  - Is the Local Plan contributing to the achievement of desired SA objectives?

- Are mitigation measures performing as well as expected?
  - Are there any adverse effects? Are these within acceptable limits, or is remedial action desirable?
- 4.3.4 Monitoring should be focussed on:
- Significant sustainability effects that may give rise to irreversible damage, with a view to identifying trends before such damage is caused.
  - Significant effects where there was uncertainty in the SA and where monitoring would enable preventative or mitigation measures to be undertaken.
  - Where there is the potential for effects to occur on sensitive environmental receptors.
- 4.3.5 If sites are included as allocations in the new Local Plan, the proposed monitoring and reporting framework (Appendix E of the Local Plan SA Report) will need to be amended to make specific provision for the requirements of Gypsy and Traveller sites.
- 4.3.6 It is recommended that the following indicator is added to Objective 1 To ensure that housing stock meets the needs of all communities in the Borough:

*Recommended Indicator – Gypsy and Traveller Sites (Number of Pitches)*

#### **4.4 How to Comment on this SA Report**

- 4.4.1 This SA Report will be subject to a **6 week consultation period from Monday 12th February to 5pm on Monday 26<sup>th</sup> March 2018**. Details of how to respond to the consultation are provided below.

#### **This Consultation: How to Give Us Your Views**

We would welcome your views on any aspect of this SA Report.

Please provide your comments by 5pm Monday 26<sup>th</sup> March 2018. Comments should be sent to:

By email: [local.plan@chesterfield.gov.uk](mailto:local.plan@chesterfield.gov.uk)

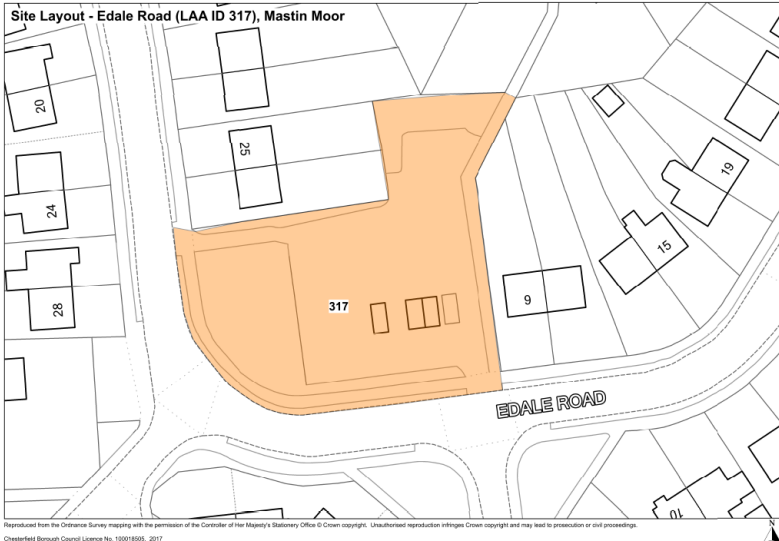
By post: Strategic Planning and Key Sites Chesterfield Borough Council, Town Hall, Rose Hill, Chesterfield S40 1LP

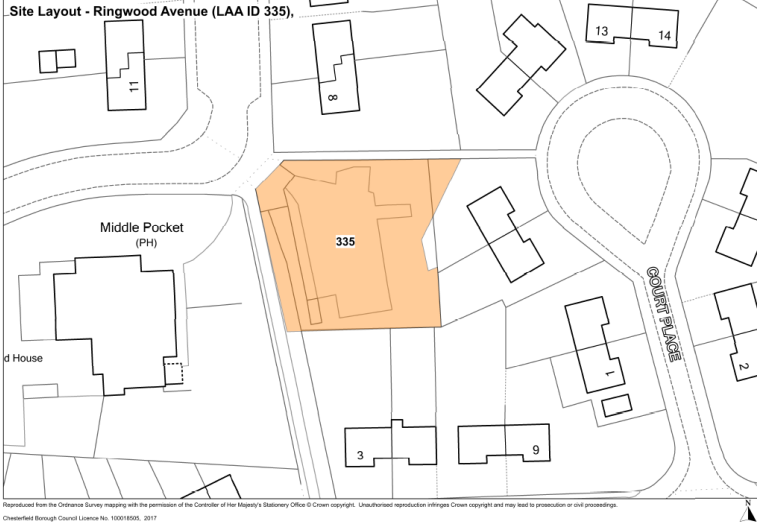
## Appendix A Sites Rejected at Stage 1 of the LAA

Site Address	Reason
Brooks Road (North)(Land off), Barrow Hill	Unavailable. To be retained by CBC Housing.
Brocklehurst Piece, Brampton	Unavailable. To be retained by CBC Housing.
<b>Traffic Terrace, Barrow Hill</b>	Unavailable. To be retained by CBC Housing.
Vernon Road, Brampton	Unavailable. CBC Housing are in the later stages of a sale of the site.
Cross Street, Brimington	Too Small.
John Street, Brimington	Too Small.
Newbridge Lane, Brimington	Unavailable. To be retained by CBC Housing.
Wikeley Way, Brimington	Too Small.
Calow Lane, Hasland	Unavailable. To be retained by CBC Housing.
Bradshaw Road, Inkersall	Unavailable. CBC Housing are in the later stages of a sale of the site. Too small.
Sidlaw Close, Loundsley Green	Too Small.
Dunston Lane, Newbold	Unavailable. To be retained by CBC Housing.
Sanforth Street, Newbold	Unavailable. To be retained by CBC Housing.
Poolsbrook View, Poolsbrook	Unavailable. To be retained by CBC Housing.
Cottage Close, Poolsbrook	Unavailable. To be retained by CBC Housing.
Belmont Drive, Staveley	Too Small.
Ireland Street, Staveley	Too Small. (now sold)
Middlecroft Road (South), Staveley	Unavailable. To be retained by CBC Housing.
Roecar Close, Old Whittington	Too Small.
Newbridge Street, Old Whittington	Too Small. (now sold)
Hardwick Street, Stonegravels	Too Small. (now sold)
Catherine Street Bank Street	Unavailable. CBC Housing intend to

Chesterfield	redevelop for housing.
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## Appendix B Sites Rejected at Stage 2a of the LAA

<b>LAA Site reference: 317</b>	<b>Site Name: Edale Road, Mastin Moor</b>
 <p>Site Layout - Edale Road (LAA ID 317), Mastin Moor</p> <p>Reproduced from the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Chesterfield Borough Council Licence No. 100018503, 2017</p>	
<p><b>Reason for rejection:</b></p> <p>The site is very prominent, located near the centre of the settlement and boundary treatments to achieve privacy and security are likely to be out of character with the streetscene, making the site visually conspicuous and thus likely to cause a significant problem with regard to promoting peaceful co-existence.</p>	

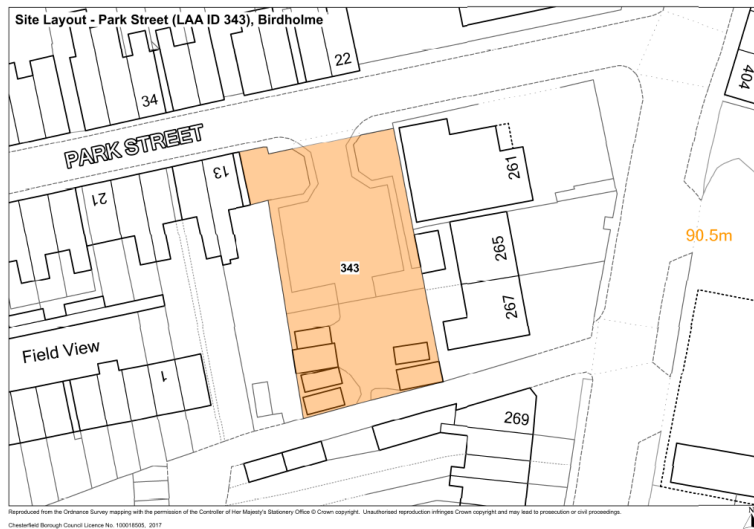
<b>LAA Site reference: 335</b>	<b>Site Name: Ringwood Avenue</b>
 <p>Site Layout - Ringwood Avenue (LAA ID 335),</p> <p>Middle Pocket (PH)</p> <p>House</p> <p>COURT PLACE</p> <p>Reproduced from the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Chesterfield Borough Council Licence No. 100018503, 2017</p>	

**Reason for rejection:**

The sites access is located where two footpaths meet the highway footway with the potential for conflict between pedestrians and vehicles. There is significant potential for overlooking given the elevated position of some neighbouring dwellings. The two footpaths which adjoin two sides of the site have the potential to make the site feel insecure and give rise to the potential for antisocial behaviour and a significant problem with regard to promoting peaceful co-existence.

**LAA Site reference: 343**

**Site Name: Park Street, Birdholme**

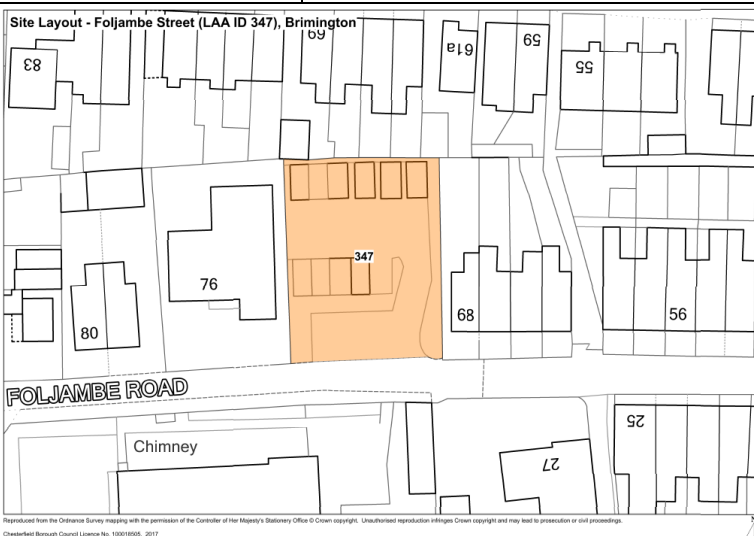


**Reason for rejection:**

The site is served by a narrow street with prevalent on-street parking and this is likely to be a significant problem for vehicles with trailers/caravans. The site is overlooked by dwellings to the east to a degree that is significant and unmitigable.

**LAA Site reference: 347**

**Site Name: Foljambe Road, Brimington**

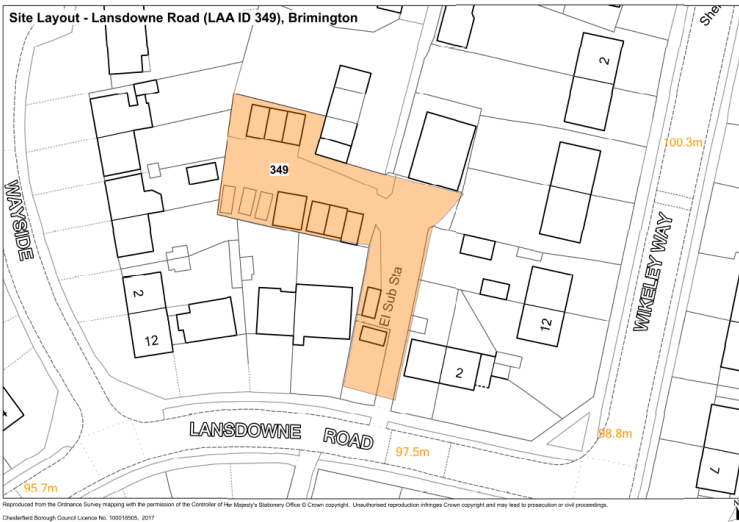


**Reason for rejection:**

The site served by a narrow street that has substandard pedestrian provision. The narrow street, small site size, gradients onto the site and the shape of the site are likely to pose a significant problem for access and manoeuvring vehicles with trailers/caravans. The site is overlooked to a significant and unmitigable degree by dwellings to the north.

**LAA Site reference: 349**

**Site Name: Lansdowne Road, Brimington**

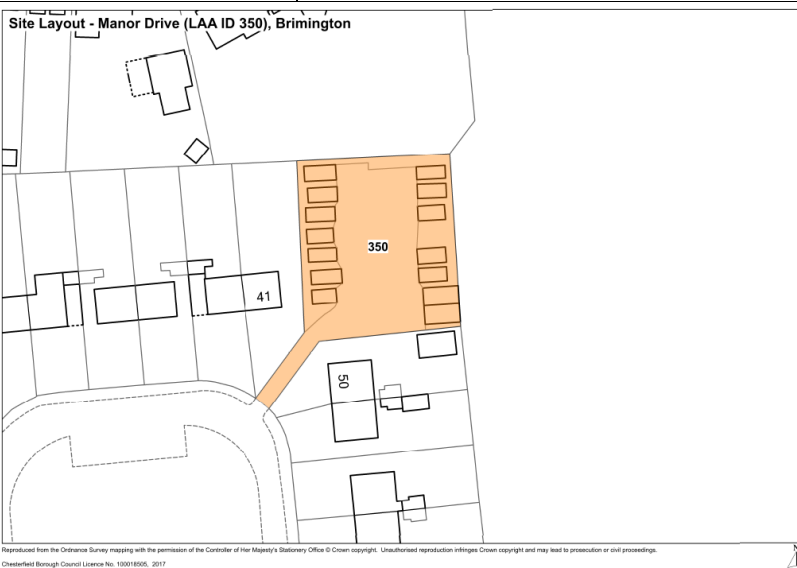


**Reason for rejection:**

The sites access off the highway is narrowed by an electricity substation and it has poor highway and pedestrian inter-visibility to the east. The sites size and shape are likely to cause significant problems for manoeuvring vehicles with trailers/caravans. The site is overlooked to a significant and unmitigable degree by dwellings to the south and west.

**LAA Site reference: 350**

**Site Name: Manor Drive, Brimington**



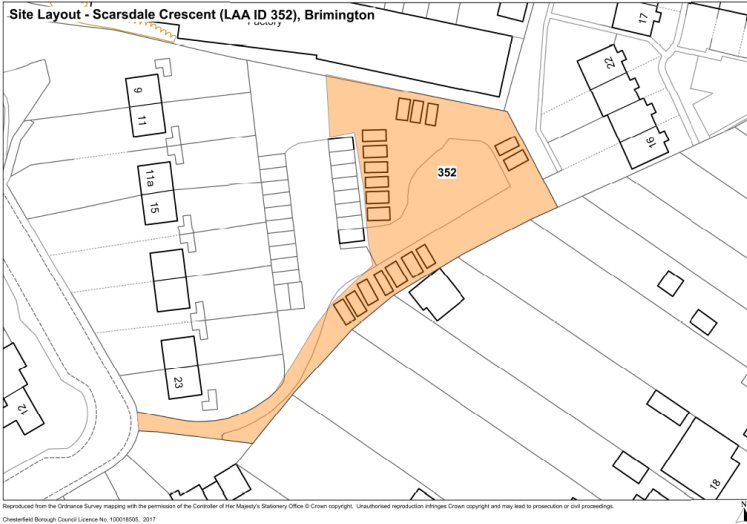
**Reason for rejection:**

The site access is narrow and is shared by two other dwellings. There is potential for poor highway and pedestrian inter-visibility should boundary treatments be altered on third party land. The site is overlooked by a first floor habitable room window on an adjoining property to a degree that is unlikely to be mitigable.

**LAA Site reference: 352**

**Site Name: Scarsdale Crescent, Brimington**

Site Layout - Scarsdale Crescent (LAA ID 352), Brimington



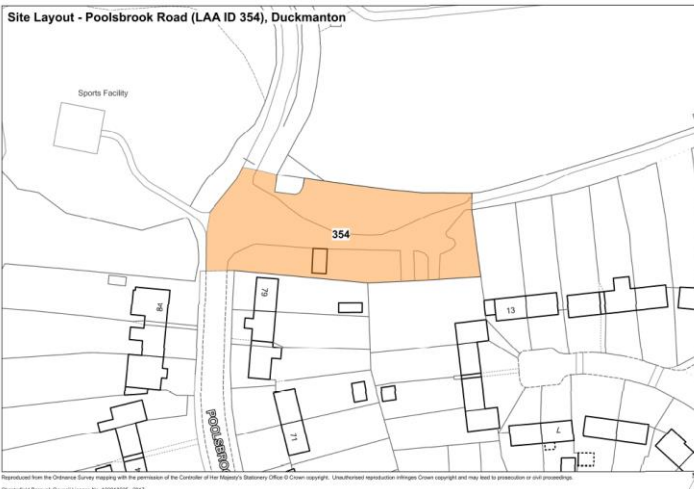
**Reason for rejection:**

Highways Safety and Vehicular access - The site access has poor pedestrian inter-visibility and there is little scope to improve this without third party land. Development would represent an intensification of vehicular activity over the existing situation with the site being clearly disused.

**LAA Site reference: 354**

**Site Name: Poolsbrook Road, Duckmanton**

Site Layout - Poolsbrook Road (LAA ID 354), Duckmanton



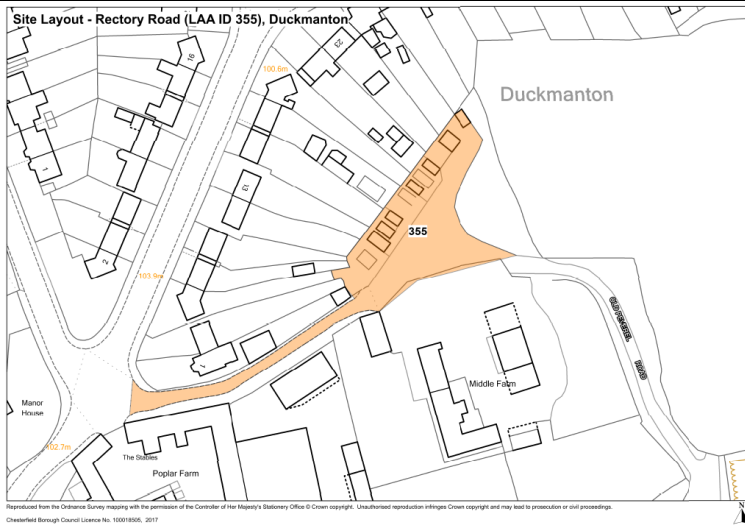


**Reason for rejection:**

The sites access is shared by a public right of way and an access to a play area and would give rise to conflict with vehicles. The proximity of the site to the play area and the shared nature of the site access has the potential for significant problems with regard to privacy, security and promoting peaceful co-existence. Leisure Services object to a gypsy or traveller use.

**LAA Site reference: 355**

**Site Name: Rectory Road, Duckmanton**

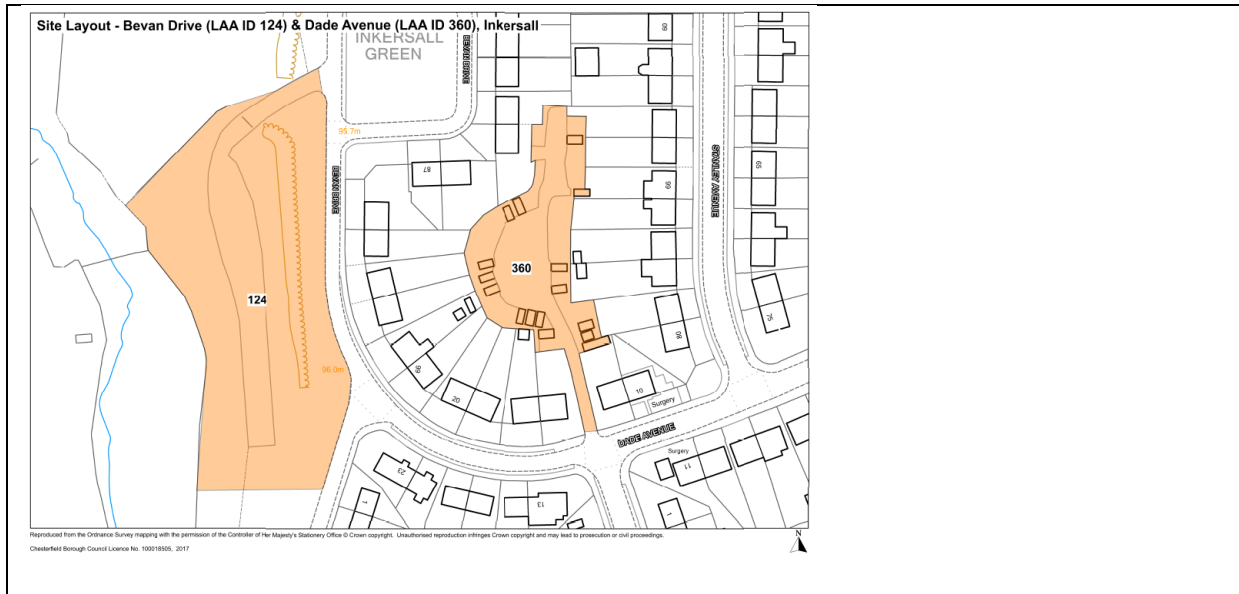


**Reason for rejection:**

The site access is wide but narrows and is shared with Middle Farm and an informal footpath route that links to Right of Way network. The shared nature of the access is likely to pose significant problems with regard to privacy, security and promoting peaceful co-existence.

**LAA Site reference: 360**

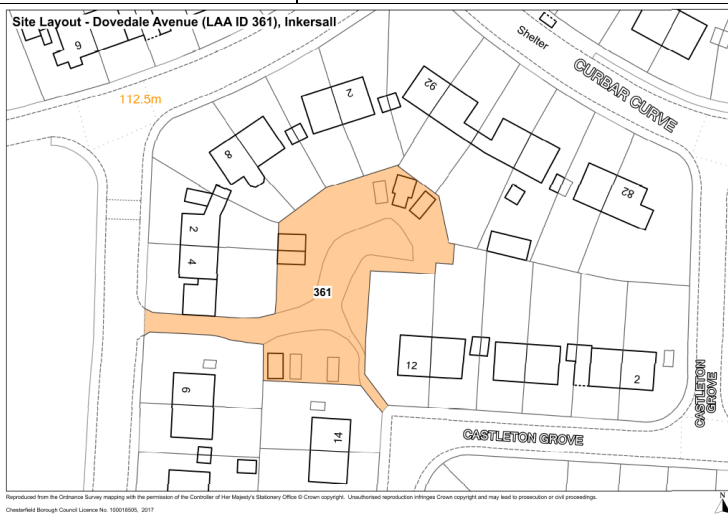
**Site Name: Dade Avenue, Inkersall**



**Reason for rejection:**  
 Site has a narrow access with poor pedestrian inter-visibility and third party land would be required for improvements. Housing object as they opine that the site is overlooked on all sides.

**LAA Site reference:** 361

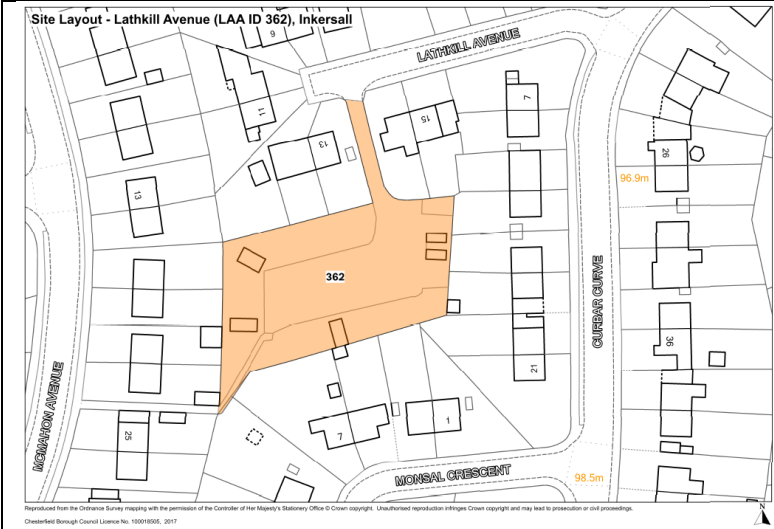
**Site Name:** Dovedale Avenue, Inkersall



**Reason for rejection:**  
 Site access is narrow and has poor highway and pedestrian inter-visibility with third party land necessary for improvements. The site is significantly overlooked to an unmitigable degree.

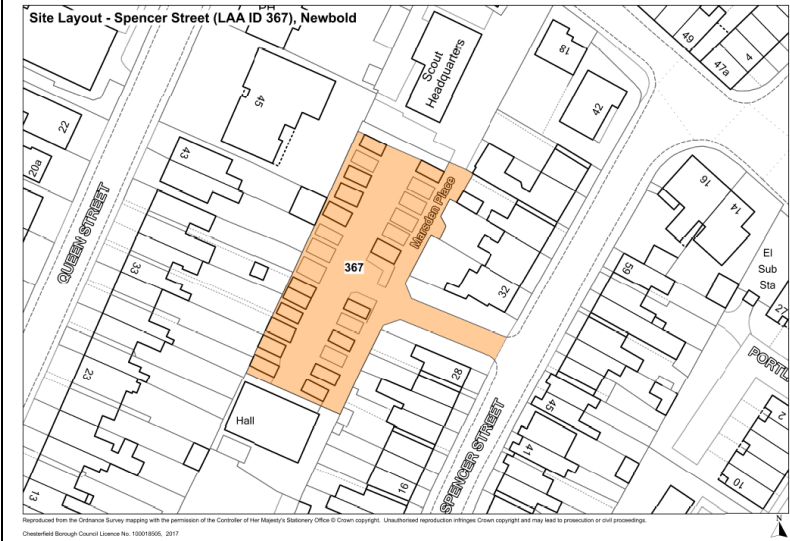
**LAA Site reference:** 362

**Site Name:** Lathkill Avenue, Inkersall



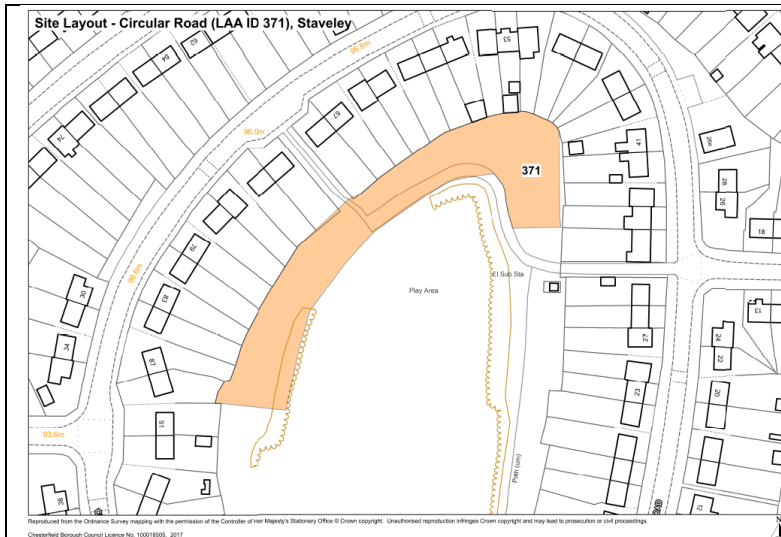
**Reason for rejection:**  
 Site access is narrow with poor highway inter-visibility requiring third party land to improve. Site feels significantly overlooked and mitigation is unlikely to be feasible due to elevated position of overlooking dwellings and the small size of site.

<b>LAA Site reference: 367</b>	<b>Site Name: Spencer Street, Newbold</b>
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**Reason for rejection:**  
 Site access width is narrow due to off-street parking. Nearby community use shares an access with the site and has the potential to generate access and parking issues. A footpath crosses the site access. The site access situation has potential to cause disputes and a significant problem with regard to promoting peaceful co-existence. Site is overlooked to a significant and unmitigable degree.

<b>LAA Site reference: 371</b>	<b>Site Name: Circular Road, Staveley</b>
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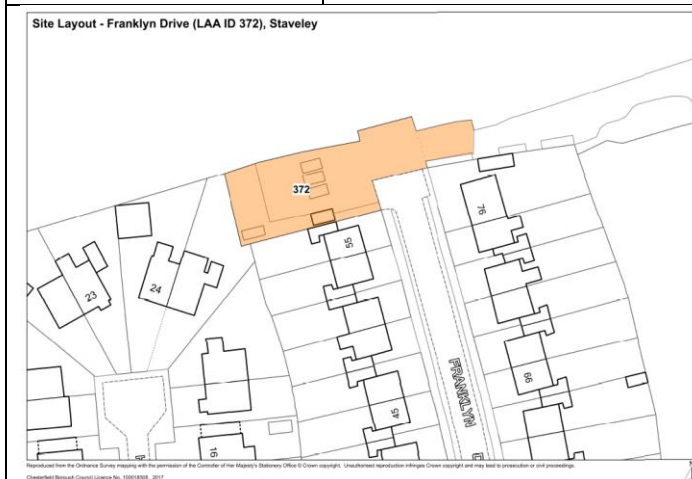
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**Reason for rejection:**

Site access has poor highway and pedestrian inter-visibility, is narrow and steep and shared with public access to public open space. There is a significant potential for a highway/access safety issue. Site adjoins play area and public open space and privacy and security is likely to be difficult to achieve. The relationship with public open space is such that a significant problem with regard to promoting peaceful co-existence is likely. The fear of encroachment or expansion is also likely to cause a problem with regard to the promotion of a peaceful co-existence. Housing object as no current intention to dispose and an aim to return to open space. Leisure Services object due to impact on open space and restricted access to play area.

**LAA Site reference: 372**

**Site Name: Franklyn Drive, Staveley**



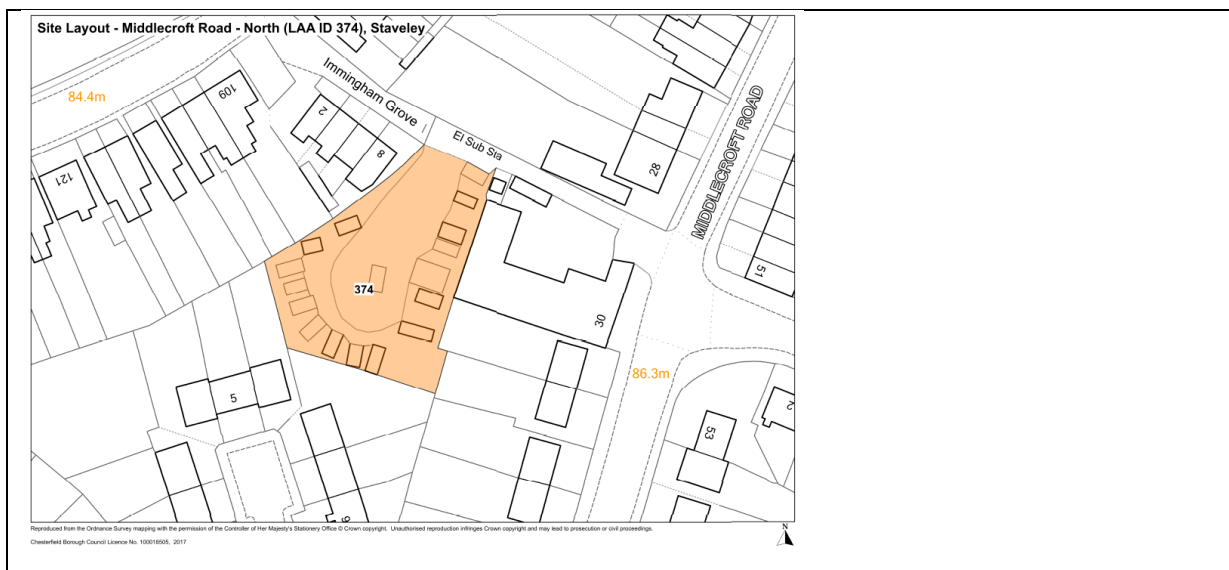
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**Reason for rejection:**

The sites size is likely to be a significant problem for parking and manoeuvring. The site access is also used as pedestrian access to public open space (a play area) and a significant problem with regard to promoting peaceful co-existence is likely.

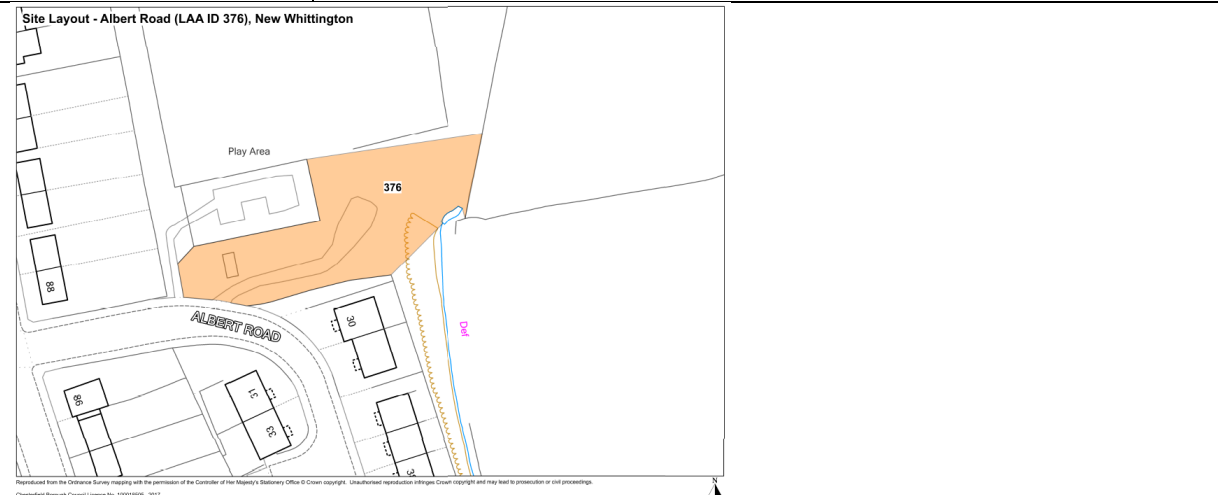
**LAA Site reference: 374**

**Site Name: Middlecroft Road (North), Staveley**



**Reason for rejection:**  
 Highways Safety, Vehicular Access, Surface Water Flooding and Amenity - Site has a narrow access with poor highway visibility and pedestrian inter-visibility to the north. The site is significantly overshadowed by trees and a building to the east to the extent that amenity levels are likely to be poor. Housing object as they opine that the site is overlooked on all sides.

<b>LAA Site reference: 376</b>	<b>Site Name: Albert Road, New Whittington</b>
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**Reason for rejection:**  
 Vehicular Access, Parking and Turning, Surface Water Flooding and Amenity - Site access visibility and width is limited albeit could be improved. However, access is shared with public access to a play area with the potential for pedestrian safety issues. The site shape limits manoeuvring space. Ensuring adequate privacy and security would be problematic given the proximity to public open space. The proximity to a public open space and shared nature of the access is likely to give rise to significant problems with regard to privacy, security and promoting peaceful co-existence. The fear of encroachment or expansion is also likely to cause a problem with regard to the promotion of a peaceful co-existence.

<b>LAA Site reference: 380</b>	<b>Site Name: Old Road</b>
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**Reason for rejection:**

The site access has highway inter-visibility constrained by on-street parking. The site is adjacent to Chatsworth Road and likely to be subject to significant noise pollution and air pollution.

## Appendix C SA Objectives

SA Objective	Guide Questions	
<b>1. To ensure that housing stock meets the needs of all communities in the Borough</b>	Q1a	Will it ensure all groups have access to decent, appropriate, well designed and affordable housing?
	Q1b	Will it ensure that all new development contributes to local distinctiveness and improves the local environment?
<b>2. To improve health and reduce health inequalities</b>	Q2a	Will it improve access for all to health facilities?
	Q2b	Will it provide sufficient areas of open space for all?
	Q2c	Will it encourage healthy and active lifestyles?
	Q2d	Will it encourage sporting activities?
	Q2e	Will it help reduce obesity
	Q2f	Will it avoid locating sensitive development where environmental circumstances could negatively impact on people's health?
<b>3. To create sustainable communities</b>	Q3a	Will it help achieve life-long learning?
	Q3b	Will it enable communities to influence the decisions that affect their neighbourhoods and quality of life?
	Q3c	Will it ensure people are not disadvantaged with regard to ethnicity, gender, age, disability, faith, sexuality, background or location?
	Q3d	Will it help to reduce crime and the fear of crime?
	Q3e	Will it help reduce deprivation in the Borough's most deprived areas?
		Will it protect and enhance the vitality and viability of the Borough's settlements?
	Q3f	Will it contribute to regeneration initiatives?
<b>4. To enhance and conserve the cultural heritage of the Borough</b>	Q4a	Will it protect, enhance and manage the local character and accessibility of the landscape across the Borough?
	Q4b	Will it protect and enhance the character of the built environment?
<b>5. To protect and enhance biodiversity</b>	Q5a	Will it lead to habitat creation matching BAP priorities?
	Q5b	Will it maintain and enhance sites designated for their nature biodiversity interest?
<b>6. Protect and manage the landscape of North East Derbyshire</b>	Q6a	Will it reduce the amount of contaminated, derelict, degraded and under-used land?
	Q6b	Will it improve tranquillity?
	Q6c	Will it protect and improve the distinctive local character of the Borough (such as stone walls)?
	Q6d	Will it provide adequate green space and environmental capital (green infrastructure)?
<b>7. To manage prudently the natural resources of the region including water, air quality, soil and minerals</b>	Q7a	Will it lead to reduced consumption of materials and resources?
	Q7b	Will it reduce water consumption?
	Q7c	Will it exacerbate water abstraction levels?
	Q7d	Will it include energy efficiency measures?
	Q7e	Will it encourage energy production from sustainable sources?
	Q7f	Will it maintain and enhance soil quality?
<b>8. Plan for the anticipated different levels of climate change</b>	Q8a	Will it facilitate landscape change for climate change adaptation (e.g. by protecting key landscape and biodiversity features and improving links between them to reduce fragmentation)?

SA Objective	Guide Questions	
	Q8b	Will it be built outside of the floodplain and not exacerbate flooding in any way?
	Q8c	Will it reduce the risk of damage to property from storm events?
<b>9. Minimise the Borough's contribution to climate change</b>	Q9a	Will it lead to reduced greenhouse gas emissions?
	Q9b	Will it have a low or neutral carbon footprint?
<b>10. Minimise the environmental impacts of waste and pollution</b>	Q10a	Will it provide an increased variety and capacity of reuse and recycling facilities?
	Q10b	Will it reduce waste from construction?
	Q10c	Will it lead to improved water quality?
<b>11. Develop a strong culture of enterprise and innovation</b>	Q11a	Will it ensure that new employment sites are located in the more sustainable locations?
	Q11b	Will it promote environmental technology initiatives?
	Q11c	Will it help diversify the local economy?
	Q11d	Will it provide good quality, well paid employment opportunities that meet the needs of local people?
	Q11e	Will it help promote local procurement and recruitment?
	Q11f	Will it promote tourism?
	Q11g	Will it support rural diversification?
<b>12. Improve the accessibility to jobs and services</b>	Q12a	Will it ensure people are not disadvantaged with regard to ethnicity, gender, age, disability, faith, sexuality, background or location?
	Q12b	Will it improve local accessibility of employment, services and amenities?
	Q12c	Will it increase provision of local services and facilities and reduce centralisation?
	Q12d	Will it reduce car use?
	Q12e	Will it encourage use of public transport?



## Appendix D – Amended Site Appraisal Framework

Site Name			
Site LAA Reference			
Site Area (ha)			
Sustainability Objective			Notes
<b>1.To ensure that housing stock meets the needs of all communities in the Borough</b>	<del>++ Site provides a net gain of 100+ dwellings</del> Site is 2000m2 +		2000m2 is stated as ideal size to allow for family growth in the LAA Traveller Methodology.  500m2 is the minimum pitch size as stated in the LAA Traveller Methodology.
	<del>+ Site provides a net gain of 99 or fewer dwellings</del> Site is between 500m2 and 1999m2		
	0 No housing provide, e.g. an employment led scheme or other proposal		
	- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	-- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	? Effects on housing are uncertain		
<b>2. To improve health and reduce health inequalities</b>	++ Site is within 800m of a GP surgery <u>and</u> leisure centre / recreational open space.		
	+ Site is within 800m of a GP surgery <u>or</u> leisure centre / recreational open space.		
	0 Nature of proposal not anticipated to give rise to effects.		
	- Site is within 800m of a GP surgery but it does not currently have capacity.		
	-- Site is within 2km of a GP surgery that does not currently have capacity.		
<b>3. To create sustainable communities</b>	++ Site is within a regeneration area as defined in the Local Plan and provides housing and employment opportunities		
	+ site is within a regeneration area and provides housing or employment opportunities		

Site Name			
Site LAA Reference			
Site Area (ha)			
Sustainability Objective			Notes
	0 Site is outside of a regeneration area		
	- Not used for sites (the score against this objective is only positive to identify development that contributes to addressing deprivation)		
<b>4. To enhance and conserve the cultural heritage of the borough</b>	++ Potential for a Listed Building to be brought back into beneficial use.		
	+ Potential for locally Listed Building to be brought back into beneficial use.		
	0 Site is unlikely to affect heritage assets or their settings.		
	- Site includes or is within a heritage feature of local / regional importance (including Conservation Area)		
	-- site includes a heritage feature of national importance		
<b>5. To protect and enhance biodiversity</b>	++ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment)		
	0 if criteria identified for other scores do not apply.		
	- Site is within 100m of a locally designated site.		
	-- Site is within 500m of a nationally/internationally designated site.		
<b>6. Protect and manage the landscape of North East Derbyshire</b>	++ Site of 5ha or more scoring plus (green) in the LAA against landscape and local character		
	+ site of less than 5ha scoring plus (green) in the LAA against landscape and local character		
	0 site scores neutral (amber) in the LAA against landscape and local character.		
	- Site of less than 5ha scoring negative (red) in the LAA against landscape and local character		
	-- Site of 5ha or more scoring negative in the LAA against landscape and local character.		

Site Name			
Site LAA Reference			
Site Area (ha)			
Sustainability Objective			Notes
<b>7. To manage prudently the natural resources of the region including water, air quality, soil and minerals</b>	++ Not used for sites (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	0 no effect		
	- Site is within 500m of Air Quality Management Area		
	-- Site is within Air Quality Management Area		
<b>8. Plan for the anticipated different levels of climate change</b>	++ Site is wholly within flood zone 1 <b>and at low risk of surface water flooding</b>		This is ensures that sites can be more accurately appraised against the SA objective. <b>Where a site sits across areas of different flood risk score against the highest flood risk.</b>
	+ Majority of site is within flood zone 1, with remainder in flood zone 2 <b>and at low risk of surface water flooding</b>		
	0 not used		
	- Majority of site is within flood zone 2, with remainder in flood zone 1 <b>and/or - Site is at medium risk of surface water flooding</b>		
	-- Site is partially or wholly within flood zone 3a or 3b <b>and/or -- Site is at high risk of surface water flooding</b>		
<b>9. Minimise the borough's contribution to climate change</b>	++ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	- Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree.		
<b>10. Minimise the environmental impacts of</b>	++ Considered to be neutral across sites as all projects could contribute to this objective to some degree		

Site Name			
Site LAA Reference			
Site Area (ha)			
Sustainability Objective			Notes
<b>waste and pollution</b>	+ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
<b>11. Develop a strong culture of enterprise and innovation</b>	++ site provides 5ha or more of employment land		
	+ site provides less than 5ha of employment land		
	0 site does not provide employment land		
	- not used as at the site level as assume overall growth in employment at the borough level		
	- - not used at the site level as assume overall growth in employment at the borough level		
<b>12. Improve the accessibility to jobs and services</b>	++ Employment site within walking or cycling distance of a town centre (LAA criterion)		
	+ Employment site within 15 minutes bus ride of a town centre (LAA criterion)		
	Policy improves access to employment at the local level		
	0 site does not include an employment use		
	- Employment site over 30 minute bus ride of a town centre as defined in the LAA		

<b>Site Name</b>			
<b>Site LAA Reference</b>			
<b>Site Area (ha)</b>			
<b>Sustainability Objective</b>			<b>Notes</b>
	-- Employment site over 45 minute bus ride of a town centre as defined in the LAA		

## Appendix E Shortlisted Sites Appraisal Matrices

Site Name	Miller Avenue (Garage court)		
Site LAA Reference	32		
Site Area (ha)	0.41		
Sustainability Objective	Basis for Appraising Sites	Score	Commentary
<b>1.To ensure that housing stock meets the needs of all communities in the Borough</b>	++ Site is 2000m2 +	++	The site will meet the immediate and future needs of the travelling community.
	+ Site is between 500m2 and 1999m2		
	0 No housing provide, e.g. an employment led scheme or other proposal		
	- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	-- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	? Effects on housing are uncertain		
<b>2. To improve health and reduce health inequalities</b>	++ Site is within 800m of a GP surgery <u>and</u> leisure centre / recreational open space.		Within the catchment of a GP with capacity which is over 2km from site.  Within 800m of recreational open space.
	+ Site is within 800m of a GP surgery <u>or</u> leisure centre / recreational open space.	+	
	0 Nature of proposal not anticipated to give rise to effects.		
	- Site is within 800m of a GP surgery but it does not currently have capacity.		
	-- Site is within 2km of a GP surgery that does not currently have capacity.		
<b>3. To create sustainable communities</b>	++ Site is within a regeneration area as defined in the Local Plan and provides housing and employment opportunities		The site is within the Mastin Moor Regeneration Priority Area and occupants could benefit from wider regeneration of the area.
	+ site is within a regeneration area and provides housing or employment opportunities	+	
	0 Site is outside of a regeneration area		
	- Not used for sites (the score against this objective is only positive to identify development that contributes to addressing deprivation)		

<b>Site Name</b>	<b>Miller Avenue (Garage court)</b>		
<b>Site LAA Reference</b>	<b>32</b>		
<b>Site Area (ha)</b>	<b>0.41</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>4. To enhance and conserve the cultural heritage of the borough</b>	++ Potential for a Listed Building to be brought back into beneficial use.		
	+ Potential for locally Listed Building to be brought back into beneficial use.		
	0 Site is unlikely to affect heritage assets or their settings.	0	
	- Site includes or is within a heritage feature of local / regional importance (including Conservation Area)		
	-- site includes a heritage feature of national importance		
<b>5. To protect and enhance biodiversity</b>	++ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment).		The presence of protected species and the ecological value of the site are not known at this stage. A habitat assessment is likely to be required given the boundary vegetation.
	+ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment)		
	0 if criteria identified for other scores do not apply.	0	
	- Site is within 100m of a locally designated site.		
	-- Site is within 500m of a nationally/internationally designated site.		
<b>6. Protect and manage the landscape of North East Derbyshire</b>	++ Site of 5ha or more scoring plus (green) in the LAA against landscape and local character		Site is an extension of an existing settlement into open countryside, albeit on previously developed land and is likely to require some form of proportionate landscape character and visual amenity impact assessment. It is likely that effective mitigation could be provided along with appropriate boundary treatment and control of lighting.
	+ site of less than 5ha scoring plus (green) in the LAA against landscape and local character		
	0 site scores neutral (amber) in the LAA against landscape and local character.	0	
	- Site of less than 5ha scoring negative (red) in the LAA against landscape and local character		
	-- Site of 5ha or more scoring negative in the LAA against landscape and local character.		
<b>7. To manage prudently the natural resources of the region including water, air quality, soil</b>	++ Not used for sites (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		Scale of site indicates no material effect is likely.
	+ Not used (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		

<b>Site Name</b>	<b>Miller Avenue (Garage court)</b>		
<b>Site LAA Reference</b>	<b>32</b>		
<b>Site Area (ha)</b>	<b>0.41</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>and minerals</b>	0 no effect	0	
	- Site is within 500m of Air Quality Management Area		
	-- Site is within Air Quality Management Area		
<b>8. Plan for the anticipated different levels of climate change</b>	++ Site is wholly within flood zone 1 and at low risk of surface water flooding	++	Surface water flood risk very low.
	+ Majority of site is within flood zone 1, with remainder in flood zone 2 and at low risk of surface water flooding		
	0 not used		
	- Majority of site is within flood zone 2, with remainder in flood zone 1 and/or - Site is at medium risk of surface water flooding		
	-- Site is partially or wholly within flood zone 3a or 3b and/or -- Site is at high risk of surface water flooding		
<b>9. Minimise the borough's contribution to climate change</b>	++ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree.		
<b>10. Minimise the environmental impacts of waste and pollution</b>	++ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	



<b>Site Name</b>	<b>Miller Avenue (Garage court)</b>		
<b>Site LAA Reference</b>	<b>32</b>		
<b>Site Area (ha)</b>	<b>0.41</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
<b>11. Develop a strong culture of enterprise and innovation</b>	++ site provides 5ha or more of employment land		There may be potential for some marginal live/work space within the site.
	+ site provides less than 5ha of employment land		
	0 site does not provide employment land	0	
	- not used as at the site level as assume overall growth in employment at the borough level		
	- - not used at the site level as assume overall growth in employment at the borough level		
<b>12. Improve the accessibility to jobs and services</b>	++ Employment site within walking or cycling distance of a town centre (LAA criterion)		
	+ Employment site within 15 minutes bus ride of a town centre (LAA criterion)		
	Policy improves access to employment at the local level		
	0 site does not include an employment use	0	
	- Employment site over 30 minute bus ride of a town centre as defined in the LAA		
	-- Employment site over 45 minute bus ride of a town centre as defined in the LAA		

<b>Site Name</b>	<b>Brooks Road, (West), Barrow Hill</b>		
<b>Site Reference</b>	<b>341</b>		
<b>Site Area (ha)</b>	<b>0.07</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>1.To ensure that housing stock meets the needs of all communities in the Borough</b>	++ Site is 2000m2 +		The site will meet the identified needs of the travelling community.
	+ Site is between 500m2 and 1999m2	+	
	0 No housing provide, e.g. an employment led scheme or other proposal		
	- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	-- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	? Effects on housing are uncertain		
<b>2. To improve health and reduce health inequalities</b>	++ Site is within 800m of a GP surgery <u>and</u> leisure centre / recreational open space.		Within 800m of recreational open space.
	+ Site is within 800m of a GP surgery <u>or</u> leisure centre / recreational open space.	+	Approx. 1.9km from leisure centre
	0 Nature of proposal not anticipated to give rise to effects.		Approx. 1.8km from GP which has capacity.
	- Site is within 800m of a GP surgery but it does not currently have capacity.		
	-- Site is within 2km of a GP surgery that does not currently have capacity.		
<b>3. To create sustainable communities</b>	++ Site is within a regeneration area as defined in the Local Plan and provides housing and employment opportunities		The site is within the Barrow Hill Regeneration Priority Area and occupants could benefit from wider regeneration of the area.
	+ site is within a regeneration area and provides housing or employment opportunities	+	
	0 Site is outside of a regeneration area		
	- Not used for sites (the score against this objective is only positive to identify development that contributes to addressing deprivation)		
<b>4. To enhance and</b>	++ Potential for a Listed Building to be brought back into beneficial use.		

<b>Site Name</b>	<b>Brooks Road, (West), Barrow Hill</b>		
<b>Site Reference</b>	<b>341</b>		
<b>Site Area (ha)</b>	<b>0.07</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>conserve the cultural heritage of the borough</b>	+ Potential for locally Listed Building to be brought back into beneficial use.		
	0 Site is unlikely to affect heritage assets or their settings.	0	
	- Site includes or is within a heritage feature of local / regional importance (including Conservation Area)		
	-- site includes a heritage feature of national importance		
<b>5. To protect and enhance biodiversity</b>	++ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment)		
	0 if criteria identified for other scores do not apply.	0	
	- Site is within 100m of a locally designated site.		
	-- Site is within 500m of a nationally/internationally designated site.		
<b>6. Protect and manage the landscape of North East Derbyshire</b>	++ Site of 5ha or more scoring plus (green) in the LAA against landscape and local character		Site meets open countryside and there would be a need for appropriate boundary treatment to the west of the site.
	+ site of less than 5ha scoring plus (green) in the LAA against landscape and local character		
	0 site scores neutral (amber) in the LAA against landscape and local character.	0	
	- Site of less than 5ha scoring negative (red) in the LAA against landscape and local character		
	-- Site of 5ha or more scoring negative (red) in the LAA against landscape and local character.		
<b>7. To manage prudently the natural resources of the region including water, air quality, soil and minerals</b>	++ Not used for sites (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	0 no effect	0	

<b>Site Name</b>	<b>Brooks Road, (West), Barrow Hill</b>		
<b>Site Reference</b>	<b>341</b>		
<b>Site Area (ha)</b>	<b>0.07</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	- Site is within 500m of Air Quality Management Area		
	-- Site is within Air Quality Management Area		
<b>8. Plan for the anticipated different levels of climate change</b>	++ Site is wholly within flood zone 1 and at low risk of surface water flooding	++	Surface water flood risk very low.
	+ Majority of site is within flood zone 1, with remainder in flood zone 2 and at low risk of surface water flooding		
	0 not used		
	- Majority of site is within flood zone 2, with remainder in flood zone 1 and/or - Site is at medium risk of surface water flooding		
	-- Site is partially or wholly within flood zone 3a or 3b and/or -- Site is at high risk of surface water flooding		
<b>9. Minimise the borough's contribution to climate change</b>	++ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree.		
<b>10. Minimise the environmental impacts of waste and pollution</b>	++ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across sites as all projects could contribute to this objective to some degree		

<b>Site Name</b>	<b>Brooks Road, (West), Barrow Hill</b>		
<b>Site Reference</b>	<b>341</b>		
<b>Site Area (ha)</b>	<b>0.07</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
<b>11. Develop a strong culture of enterprise and innovation</b>	++ site provides 5ha or more of employment land		There may be potential for some marginal live/work space within the site.
	+ site provides less than 5ha of employment land		
	0 site does not provide employment land	0	
	- not used as at the site level as assume overall growth in employment at the borough level		
	- - not used at the site level as assume overall growth in employment at the borough level		
<b>12. Improve the accessibility to jobs and services</b>	++ Employment site within walking or cycling distance of a town centre (LAA criterion)		
	+ Employment site within 15 minutes bus ride of a town centre (LAA criterion)		
	Policy improves access to employment at the local level		
	0 site does not include an employment use	0	
	- Employment site over 30 minute bus ride of a town centre as defined in the LAA		
	-- Employment site over 45 minute bus ride of a town centre as defined in the LAA		

Site Name	Bevan Drive, Inkersall		
Site Reference			
Site Area (ha)			
Sustainability Objective		Score	Commentary
<b>1.To ensure that housing stock meets the needs of all communities in the Borough</b>	++ Site is 2000m2 +	++	The site will meet the immediate and future needs of the travelling community.
	+ Site is between 500m2 and 1999m2		
	0 No housing provide, e.g. an employment led scheme or other proposal		
	- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	-- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	? Effects on housing are uncertain		
<b>2. To improve health and reduce health inequalities</b>	++ Site is within 800m of a GP surgery <u>and</u> leisure centre / recreational open space.	++	Within 800m of recreational open space and GP with capacity.
	+ Site is within 800m of a GP surgery <u>or</u> leisure centre / recreational open space.		
	0 Nature of proposal not anticipated to give rise to effects.		
	- Site is within 800m of a GP surgery but it does not currently have capacity.		
	-- Site is within 2km of a GP surgery that does not currently have capacity.		
<b>3. To create sustainable communities</b>	++ Site is within a regeneration area as defined in the Local Plan and provides housing and employment opportunities		
	+ site is within a regeneration area and provides housing or employment opportunities		
	0 Site is outside of a regeneration area	0	
	- Not used for sites (the score against this objective is only positive to identify development that contributes to addressing deprivation)		
<b>4. To enhance and</b>	++ Potential for a Listed Building to be brought back into beneficial use.		

Site Name	Bevan Drive, Inkersall		
Site Reference			
Site Area (ha)			
Sustainability Objective		Score	Commentary
<b>conserve the cultural heritage of the borough</b>	+ Potential for locally Listed Building to be brought back into beneficial use.		
	0 Site is unlikely to affect heritage assets or their settings.	0	
	- Site includes or is within a heritage feature of local / regional importance (including Conservation Area)		
	-- site includes a heritage feature of national importance		
<b>5. To protect and enhance biodiversity</b>	++ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment).		Site is within Westwood and Parkers Wood Local Wildlife Site. The majority of the site is located within an area identified as Ancient Woodland and at present there is insufficient information on impact. Site includes areas of hardstanding which could have development potential.
	+ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment)		
	0 if criteria identified for other scores do not apply.		
	- Site is within 100m of a locally designated site.	-	
	-- Site is within 500m of a nationally/internationally designated site.		
<b>6. Protect and manage the landscape of North East Derbyshire</b>	++ Site of 5ha or more scoring plus (green) in the LAA against landscape and local character		Site is an extension of an existing settlement into open countryside, albeit on partly previously developed land and is likely to require some form of proportionate landscape character and visual amenity impact assessment. It is likely that effective mitigation could be provided along with appropriate boundary treatment and control of lighting.
	+ site of less than 5ha scoring plus (green) in the LAA against landscape and local character		
	0 site scores neutral (amber) in the LAA against landscape and local character.	0	
	- Site of less than 5ha scoring negative (red) in the LAA against landscape and local character		
	-- Site of 5ha or more scoring negative (red) in the LAA against landscape and local character.		
<b>7. To manage prudently the natural resources of the region including water, air quality, soil and minerals</b>	++ Not used for sites (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	0 no effect	0	

Site Name	Bevan Drive, Inkersall		
Site Reference			
Site Area (ha)			
Sustainability Objective		Score	Commentary
	- Site is within 500m of Air Quality Management Area		
	-- Site is within Air Quality Management Area		
<b>8. Plan for the anticipated different levels of climate change</b>	++ Site is wholly within flood zone 1 and at low risk of surface water flooding	++	Small areas of low surface water flooding risk on site.
	+ Majority of site is within flood zone 1, with remainder in flood zone 2 and at low risk of surface water flooding		
	0 not used		
	- Majority of site is within flood zone 2, with remainder in flood zone 1 and/or		
	- Site is at medium risk of surface water flooding		
	-- Site is partially or wholly within flood zone 3a or 3b and/or		
	-- Site is at high risk of surface water flooding		
<b>9. Minimise the borough's contribution to climate change</b>	++ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree.		
<b>10. Minimise the environmental impacts of waste and pollution</b>	++ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across sites as all projects could contribute to this objective to some degree		



Site Name	Bevan Drive, Inkersall		
Site Reference			
Site Area (ha)			
Sustainability Objective		Score	Commentary
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
<b>11. Develop a strong culture of enterprise and innovation</b>	++ site provides 5ha or more of employment land		There may be potential for some marginal live/work space within the site.
	+ site provides less than 5ha of employment land		
	0 site does not provide employment land	0	
	- not used as at the site level as assume overall growth in employment at the borough level		
	- - not used at the site level as assume overall growth in employment at the borough level		
<b>12. Improve the accessibility to jobs and services</b>	++ Employment site within walking or cycling distance of a town centre (LAA criterion)		
	+ Employment site within 15 minutes bus ride of a town centre (LAA criterion)		
	Policy improves access to employment at the local level		
	0 site does not include an employment use	0	
	- Employment site over 30 minute bus ride of a town centre as defined in the LAA		
	-- Employment site over 45 minute bus ride of a town centre as defined in the LAA		

<b>Site Name</b>	<b>Birchwood Crescent, Grangewood</b>		
<b>Site Reference</b>	<b>356</b>		
<b>Site Area (ha)</b>	<b>1.16</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>1.To ensure that housing stock meets the needs of all communities in the Borough</b>	++ Site is 2000m2 +	++	The site will meet the immediate and future needs of the travelling community.
	+ Site is between 500m2 and 1999m2		
	0 No housing provide, e.g. an employment led scheme or other proposal		
	- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	-- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	? Effects on housing are uncertain		
<b>2. To improve health and reduce health inequalities</b>	++ Site is within 800m of a GP surgery <u>and</u> leisure centre / recreational open space.	++	Within 800m of GP with capacity and recreational open space.  Approx. 1.4k to leisure centre.
	+ Site is within 800m of a GP surgery <u>or</u> leisure centre / recreational open space.		
	0 Nature of proposal not anticipated to give rise to effects.		
	- Site is within 800m of a GP surgery but it does not currently have capacity.		
	-- Site is within 2km of a GP surgery that does not currently have capacity.		
<b>3. To create sustainable communities</b>	++ Site is within a regeneration area as defined in the Local Plan and provides housing and employment opportunities		The site is within the Rother Regeneration Priority Area and occupants could benefit from wider regeneration of the area.
	+ site is within a regeneration area and provides housing or employment opportunities	+	
	0 Site is outside of a regeneration area		
	- Not used for sites (the score against this objective is only positive to identify development that contributes to addressing deprivation)		
<b>4. To enhance and</b>	++ Potential for a Listed Building to be brought back into beneficial use.		

<b>Site Name</b>	<b>Birchwood Crescent, Grangewood</b>		
<b>Site Reference</b>	<b>356</b>		
<b>Site Area (ha)</b>	<b>1.16</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>conserve the cultural heritage of the borough</b>	+ Potential for locally Listed Building to be brought back into beneficial use.		
	0 Site is unlikely to affect heritage assets or their settings.	0	
	- Site includes or is within a heritage feature of local / regional importance (including Conservation Area)		
	-- site includes a heritage feature of national importance		
<b>5. To protect and enhance biodiversity</b>	++ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment)		
	0 if criteria identified for other scores do not apply.	0	
	- Site is within 100m of a locally designated site.		
	-- Site is within 500m of a nationally/internationally designated site.		
<b>6. Protect and manage the landscape of North East Derbyshire</b>	++ Site of 5ha or more scoring plus (green) in the LAA against landscape and local character		Site is within the urban area.
	+ site of less than 5ha scoring plus (green) in the LAA against landscape and local character	+	
	0 site scores neutral (amber) in the LAA against landscape and local character.		
	- Site of less than 5ha scoring negative (red) in the LAA against landscape and local character		
	-- Site of 5ha or more scoring negative (red) in the LAA against landscape and local character.		
<b>7. To manage prudently the natural resources of the region including water, air quality, soil and minerals</b>	++ Not used for sites (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	0 no effect	0	

<b>Site Name</b>	<b>Birchwood Crescent, Grangewood</b>		
<b>Site Reference</b>	<b>356</b>		
<b>Site Area (ha)</b>	<b>1.16</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	- Site is within 500m of Air Quality Management Area		
	-- Site is within Air Quality Management Area		
<b>8. Plan for the anticipated different levels of climate change</b>	++ Site is wholly within flood zone 1 and at low risk of surface water flooding	-	Surface water flood risk medium on part of site.
	+ Majority of site is within flood zone 1, with remainder in flood zone 2 and at low risk of surface water flooding		
	0 not used		
	- Majority of site is within flood zone 2, with remainder in flood zone 1 and/or		
	- Site is at medium risk of surface water flooding		
	-- Site is partially or wholly within flood zone 3a or 3b and/or		
	-- Site is at high risk of surface water flooding		
<b>9. Minimise the borough's contribution to climate change</b>	++ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree.		
<b>10. Minimise the environmental impacts of waste and pollution</b>	++ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across sites as all projects could contribute to this objective to some degree		

<b>Site Name</b>	<b>Birchwood Crescent, Grangewood</b>		
<b>Site Reference</b>	<b>356</b>		
<b>Site Area (ha)</b>	<b>1.16</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
<b>11. Develop a strong culture of enterprise and innovation</b>	++ site provides 5ha or more of employment land		There may be potential for some marginal live/work space within the site.
	+ site provides less than 5ha of employment land		
	0 site does not provide employment land	0	
	- not used as at the site level as assume overall growth in employment at the borough level		
	- - not used at the site level as assume overall growth in employment at the borough level		
<b>12. Improve the accessibility to jobs and services</b>	++ Employment site within walking or cycling distance of a town centre (LAA criterion)		
	+ Employment site within 15 minutes bus ride of a town centre (LAA criterion)		
	Policy improves access to employment at the local level		
	0 site does not include an employment use	0	
	- Employment site over 30 minute bus ride of a town centre as defined in the LAA		
	-- Employment site over 45 minute bus ride of a town centre as defined in the LAA		

<b>Site Name</b>	<b>Atlee Road, Inkersall</b>		
<b>Site Reference</b>	<b>358</b>		
<b>Site Area (ha)</b>	<b>0.16</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>1.To ensure that housing stock meets the needs of all communities in the Borough</b>	++ Site is 2000m2 +		The site will meet the identified needs of the travelling community.
	+ Site is between 500m2 and 1999m2	+	
	0 No housing provide, e.g. an employment led scheme or other proposal		
	- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	-- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	? Effects on housing are uncertain		
<b>2. To improve health and reduce health inequalities</b>	++ Site is within 800m of a GP surgery <u>and</u> leisure centre / recreational open space.	++	Within 800m of GP with capacity and recreational open space.  Approx. 1.7km from leisure centre.
	+ Site is within 800m of a GP surgery <u>or</u> leisure centre / recreational open space.		
	0 Nature of proposal not anticipated to give rise to effects.		
	- Site is within 800m of a GP surgery but it does not currently have capacity.		
	-- Site is within 2km of a GP surgery that does not currently have capacity.		
<b>3. To create sustainable communities</b>	++ Site is within a regeneration area as defined in the Local Plan and provides housing and employment opportunities		
	+ site is within a regeneration area and provides housing or employment opportunities		
	0 Site is outside of a regeneration area	0	
	- Not used for sites (the score against this objective is only positive to identify development that contributes to addressing deprivation)		
<b>4. To enhance and</b>	++ Potential for a Listed Building to be brought back into beneficial use.		

<b>Site Name</b>	<b>Atlee Road, Inkersall</b>		
<b>Site Reference</b>	<b>358</b>		
<b>Site Area (ha)</b>	<b>0.16</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>conserve the cultural heritage of the borough</b>	+ Potential for locally Listed Building to be brought back into beneficial use.		
	0 Site is unlikely to affect heritage assets or their settings.	0	
	- Site includes or is within a heritage feature of local / regional importance (including Conservation Area)		
	-- site includes a heritage feature of national importance		
<b>5. To protect and enhance biodiversity</b>	++ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment)		
	0 if criteria identified for other scores do not apply.	0	
	- Site is within 100m of a locally designated site.		
	-- Site is within 500m of a nationally/internationally designated site.		
<b>6. Protect and manage the landscape of North East Derbyshire</b>	++ Site of 5ha or more scoring plus (green) in the LAA against landscape and local character		Site is within the urban area
	+ site of less than 5ha scoring plus (green) in the LAA against landscape and local character	+	
	0 site scores neutral (amber) in the LAA against landscape and local character.		
	- Site of less than 5ha scoring negative (red) in the LAA against landscape and local character		
	-- Site of 5ha or more scoring negative (red) in the LAA against landscape and local character.		
<b>7. To manage prudently the natural resources of the region including water, air quality, soil and minerals</b>	++ Not used for sites (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	0 no effect	0	

<b>Site Name</b>	<b>Atlee Road, Inkersall</b>		
<b>Site Reference</b>	<b>358</b>		
<b>Site Area (ha)</b>	<b>0.16</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	- Site is within 500m of Air Quality Management Area		
	-- Site is within Air Quality Management Area		
<b>8. Plan for the anticipated different levels of climate change</b>	++ Site is wholly within flood zone 1 and at low risk of surface water flooding	++	Surface water flood risk very low.
	+ Majority of site is within flood zone 1, with remainder in flood zone 2 and at low risk of surface water flooding		
	0 not used		
	- Majority of site is within flood zone 2, with remainder in flood zone 1 and/or - Site is at medium risk of surface water flooding		
	-- Site is partially or wholly within flood zone 3a or 3b and/or -- Site is at high risk of surface water flooding		
<b>9. Minimise the borough's contribution to climate change</b>	++ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree.		
<b>10. Minimise the environmental impacts of waste and pollution</b>	++ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across sites as all projects could contribute to this objective to some degree		



<b>Site Name</b>	<b>Atlee Road, Inkersall</b>		
<b>Site Reference</b>	<b>358</b>		
<b>Site Area (ha)</b>	<b>0.16</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
<b>11. Develop a strong culture of enterprise and innovation</b>	++ site provides 5ha or more of employment land		There may be potential for some marginal live/work space within the site.
	+ site provides less than 5ha of employment land		
	0 site does not provide employment land	0	
	- not used as at the site level as assume overall growth in employment at the borough level		
	- - not used at the site level as assume overall growth in employment at the borough level		
<b>12. Improve the accessibility to jobs and services</b>	++ Employment site within walking or cycling distance of a town centre (LAA criterion)		
	+ Employment site within 15 minutes bus ride of a town centre (LAA criterion)		
	Policy improves access to employment at the local level		
	0 site does not include an employment use	0	
	- Employment site over 30 minute bus ride of a town centre as defined in the LAA		
	-- Employment site over 45 minute bus ride of a town centre as defined in the LAA		

<b>Site Name</b>	<b>Keswick Drive, Newbold</b>		
<b>Site Reference</b>	<b>365</b>		
<b>Site Area (ha)</b>	<b>0.13</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>1.To ensure that housing stock meets the needs of all communities in the Borough</b>	++ Site is 2000m2 +		The site will meet the identified needs of the travelling community.
	+ Site is between 500m2 and 1999m2	+	
	0 No housing provide, e.g. an employment led scheme or other proposal		
	- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	-- Not used (on basis that the plan will lead to an overall gain in housing, including affordable housing).		
	? Effects on housing are uncertain		
<b>2. To improve health and reduce health inequalities</b>	++ Site is within 800m of a GP surgery <u>and</u> leisure centre / recreational open space.	++	Within 800m of GP with capacity and recreational open space.  Approx. 3km to leisure centre.
	+ Site is within 800m of a GP surgery <u>or</u> leisure centre / recreational open space.		
	0 Nature of proposal not anticipated to give rise to effects.		
	- Site is within 800m of a GP surgery but it does not currently have capacity.		
	-- Site is within 2km of a GP surgery that does not currently have capacity.		
<b>3. To create sustainable communities</b>	++ Site is within a regeneration area as defined in the Local Plan and provides housing and employment opportunities		
	+ site is within a regeneration area and provides housing or employment opportunities		
	0 Site is outside of a regeneration area	0	
	- Not used for sites (the score against this objective is only positive to identify development that contributes to addressing deprivation)		
<b>4. To enhance and</b>	++ Potential for a Listed Building to be brought back into beneficial use.		

<b>Site Name</b>	<b>Keswick Drive, Newbold</b>		
<b>Site Reference</b>	<b>365</b>		
<b>Site Area (ha)</b>	<b>0.13</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
<b>conserve the cultural heritage of the borough</b>	+ Potential for locally Listed Building to be brought back into beneficial use.		
	0 Site is unlikely to affect heritage assets or their settings.	0	
	- Site includes or is within a heritage feature of local / regional importance (including Conservation Area)		
	-- site includes a heritage feature of national importance		
<b>5. To protect and enhance biodiversity</b>	++ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used for sites (evaluation of any positive effects requires a level of detail absent at this stage of site appraisal and assessment)		
	0 if criteria identified for other scores do not apply.	0	
	- Site is within 100m of a locally designated site.		
	-- Site is within 500m of a nationally/internationally designated site.		
<b>6. Protect and manage the landscape of North East Derbyshire</b>	++ Site of 5ha or more scoring plus (green) in the LAA against landscape and local character		Site is within the urban area
	+ site of less than 5ha scoring plus (green) in the LAA against landscape and local character	+	
	0 site scores neutral (amber) in the LAA against landscape and local character.		
	- Site of less than 5ha scoring negative (red) in the LAA against landscape and local character		
	-- Site of 5ha or more scoring negative (red) in the LAA against landscape and local character.		
<b>7. To manage prudently the natural resources of the region including water, air quality, soil and minerals</b>	++ Not used for sites (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	+ Not used (evaluation of any effects requires a level of detail absent at this stage of site appraisal and assessment).		
	0 no effect	0	

<b>Site Name</b>	<b>Keswick Drive, Newbold</b>		
<b>Site Reference</b>	<b>365</b>		
<b>Site Area (ha)</b>	<b>0.13</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	- Site is within 500m of Air Quality Management Area		
	-- Site is within Air Quality Management Area		
<b>8. Plan for the anticipated different levels of climate change</b>	++ Site is wholly within flood zone 1 and at low risk of surface water flooding	++	Surface water flood risk very low.
	+ Majority of site is within flood zone 1, with remainder in flood zone 2 and at low risk of surface water flooding		
	0 not used		
	- Majority of site is within flood zone 2, with remainder in flood zone 1 and/or - Site is at medium risk of surface water flooding		
	-- Site is partially or wholly within flood zone 3a or 3b and/or -- Site is at high risk of surface water flooding		
<b>9. Minimise the borough's contribution to climate change</b>	++ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across projects as all projects could contribute to this objective to some degree		
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree.		
<b>10. Minimise the environmental impacts of waste and pollution</b>	++ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	+ Considered to be neutral across sites as all projects could contribute to this objective to some degree		
	0 Considered to be neutral across projects as all projects could contribute to this objective to some degree	0	
	- Considered to be neutral across sites as all projects could contribute to this objective to some degree		

<b>Site Name</b>	<b>Keswick Drive, Newbold</b>		
<b>Site Reference</b>	<b>365</b>		
<b>Site Area (ha)</b>	<b>0.13</b>		
<b>Sustainability Objective</b>	<b>Basis for Appraising Sites</b>	<b>Score</b>	<b>Commentary</b>
	-- Considered to be neutral across sites as all projects could contribute to this objective to some degree		
<b>11. Develop a strong culture of enterprise and innovation</b>	++ site provides 5ha or more of employment land		There may be potential for some marginal live/work space within the site.
	+ site provides less than 5ha of employment land		
	0 site does not provide employment land	0	
	- not used as at the site level as assume overall growth in employment at the borough level		
	- - not used at the site level as assume overall growth in employment at the borough level		
<b>12. Improve the accessibility to jobs and services</b>	++ Employment site within walking or cycling distance of a town centre (LAA criterion)		
	+ Employment site within 15 minutes bus ride of a town centre (LAA criterion)		
	Policy improves access to employment at the local level		
	0 site does not include an employment use	0	
	- Employment site over 30 minute bus ride of a town centre as defined in the LAA		
	-- Employment site over 45 minute bus ride of a town centre as defined in the LAA		

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## **Appendix C**

### **Members Pre-Consultation Briefing**

#### **Local Plan - Gypsy and Traveller Sites**

**January 2018**

Subject to approval from Cabinet on the 30<sup>th</sup> January 2018 Chesterfield Borough Council will shortly be consulting residents and businesses on potential Gypsy and Traveller sites.

We wanted to brief all members on this important aspect of the Local Plan before the public consultation. The information in this paper is a summary, and you are strongly urged to look at the Gypsy and Traveller Sites Consultation Report and supporting documents when they are published.

Planning Officers will be available between 8:30am and 18:30pm on Monday 22<sup>nd</sup> January 2018 in committee room 2 for a drop in session. Please do call in if you have any queries or need further information about any aspect of the Gypsy and Traveller Sites consultation.

#### **Why do we need to allocate Gypsy and Traveller Sites?**

Government guidance requires every Local Authority across England to assess the need for sites for Gypsies and Travellers and to identify a supply of sites to meet identified needs. An assessment of the need for Gypsy and Traveller pitches in Derbyshire published in 2015 identified a requirement for 4 permanent pitches for gypsies and travellers in the borough. Part of this requirement has already been met by the grant of planning permission for 2 pitches, meaning that a site must be found to accommodate two pitches. In order to provide some flexibility, a small reserve site will also be allocated.

#### **How big will sites need to be?**

A family pitch would be need to be a minimum of 500sqm, and ideally would be around 2000sqm in order to provide space for family growth and a wide landscaping boundary. The site must be capable of containing a single storey amenity building, a large trailer and touring caravan, parking space for two vehicles and a small garden area. It would also include a static caravan and a

hard standing for a storage shed and drying. It might also include space for family on a short term visit.

### **How did we identify potential sites?**

There have been a number of opportunities for landowners to put forward sites for consideration for all types of land uses, including traveller pitches:

- Local Plan; Sites and Boundaries Issues and Options document (November 2012)
- Land Availability Assessment (LAA) Call for Sites (January 2016 – this specifically gave gypsy and traveller sites as an option on the response form)
- Draft Local Plan (January 2017)

In addition, Derbyshire County Council was specifically asked if they have sites available for allocation as a Gypsy or Traveller site. No sites were put forward as available for Gypsy or Traveller use in response to recent calls for sites or from Derbyshire County Council.

Other sources of land, such as part of large scale housing sites (e.g. Waterside and Staveley works) and the Green Belt, were also considered but rejected.

As a result, the focus turned to sites owned by the council. In particular, garage sites were investigated for two main reasons:

- Our Housing Service has been carrying out a review of garage ‘plot’ sites with a view to disposal where appropriate
- Garage sites tend to be located in or on the edge of the existing urban area and are not ‘large’, therefore are a reasonable potential source of land supply for meeting the borough’s need for Gypsy and Traveller accommodation.

### **How are the sites assessed?**

In order to make the plan as robust as possible and the site allocation process transparent and fair, all sites covering a range of uses have been assessed in the same way. This Land Availability Assessment (LAA) assesses site potential for development and the likelihood of development happening. There are three stages of LAA assessment, plus additional specific criteria for potential



Gypsy and Traveller sites that are required in order to comply with government guidance. The methodology is being published alongside the consultation report.

Matters that are assessed include:

- Site size and availability
- Physical constraints such as flood risk, land stability, and compatibility with surrounding land uses
- Access to and impact on local highways
- Walking and cycling accessibility to services
- Capacity of physical infrastructure e.g. water supply
- Capacity of social infrastructure e.g. schools and GPs
- Impact on green infrastructure e.g. public open spaces
- Impact on biodiversity and landscape character
- Pollution
- Impact on amenity
- Impact on heritage
- Adequacy of drinking water, sewerage provision and gas or electricity
- Scale of a site in relation to the nearest settled community to which it relates
- Degree to which the site might promote peaceful and integrated co-existence between the sites occupiers and the local community
- Scope for living/work

A total of 46 garage sites have been assessed. 21 of these were rejected because they did not meet the minimum size threshold and/or were unavailable. Out of the remaining 25 sites, six passed the second and third stages of assessment and have been shortlisted as potential gypsy and traveller sites.

**Which sites have been shortlisted?**

Plans and details of the six shortlisted sites (as well as the rejected sites) will be available for viewing at the drop in session.

### **How will residents' comments be taken into account?**

The public consultation will last for six weeks and will include wide publicity and drop in sessions at Chesterfield and Staveley. Residents' comments will be fully reported to Cabinet, and will inform decisions about which sites are allocated in the new Local Plan. Significant levels of objection to a site will not necessarily mean that a site is not considered suitable for allocation, but it may inform any measures that need to be in place to try and overcome any concerns. For example, this could be in terms of access arrangements or landscaping to provide privacy.

### **What happens next?**

The council intends to publish a final Local Plan for public consultation in summer 2018, which will include Gypsy and Traveller site allocations. After this, the Planning Team will make any changes to the plan resulting from the consultation, and then send the Local Plan in to the government, who will appoint an independent Planning Inspector to hold a Public Examination of the plan, which will consider any objections. Everyone who makes an objection has the right to appear at the Public Examination. The Inspector will then make recommendations for the Council to consider.

If sites are allocated, they will still have to go through the planning application process to determine the detailed aspects of development such as design, highways access and landscaping before development can commence.

### **What happens if planning permission is sought for other sites?**

Allocating sites to meet the identified needs does not mean that planning permission cannot be sought on other unallocated sites. The Local Plan has a policy which sets criteria for making decisions in cases where an unanticipated need for a site arises and a planning application is submitted for a Gypsy or Traveller site on land that is not allocated for Gypsy and Traveller pitches. This is less likely to happen if enough sites are allocated and a reserved site is set aside.

## **Member Involvement**

All members will be individually consulted as part of the public consultation, and details of any consultation events such as drop-in sessions and exhibitions will be published on the council's website [www.chesterfield.gov.uk](http://www.chesterfield.gov.uk) along with the plan and the evidence that has been prepared to support it.

Work on the Local Plan is guided by the Local Plan Steering Group (LPSG), a non-decision making, cross party group of elected members that oversees the progress of the Local Plan and work on key sites and supports and promotes implementation of adopted plans. Formal decisions are made by the Executive Member for Planning, Planning Committee, Cabinet and Full Council.

Core membership of the LPSG is James Drury (Executive Director), Alan Morey (Strategic Planning and Key Sites Manager), Planning Officers, Cllr Terry Gilby (Executive Member for Planning), Cllr Britton (Chair of Planning Committee) and one opposition member from each party, currently Cllr Peter Barr and Cllr Richard Bexton.

Councillors represented on the LPSG should feedback information on the progress of the Local Plan to their respective parties, and Members may be invited to attend the LPSG where a significant or controversial issue arises.

## **Further Information**

For further information you can contact the Strategic Planning and Key Sites Team

[Lauren.Dempsey@chesterfield.gov.uk](mailto:Lauren.Dempsey@chesterfield.gov.uk) Principal Planner (Job Share Weds-Fri)  
01246 345793

[Anthony.Wallace@chesterfield.gov.uk](mailto:Anthony.Wallace@chesterfield.gov.uk) Principal Planner (Job Share Mon-Weds)  
01246 345954

[Alan.Morey@chesterfield.gov.uk](mailto:Alan.Morey@chesterfield.gov.uk) Strategic Planning and Key Sites Manager –  
01246 345371

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The Arc  
High Street  
Clowne

Please ask for        Alan Morey  
Direct Line            01246 345371  
Fax                      01246 345809

Our Ref  
Your Ref  
Date 14<sup>th</sup> December 2017

Dear Jonathon,

**Request to help meet identified need for Gypsies and Traveller Pitches under Duty to Cooperate – Localism Act 2011**

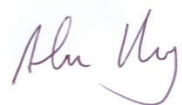
I am writing in response to your email request dated 23<sup>rd</sup> November 2017, in which you seek confirmation whether the Council, as a neighbouring authority, is able to help Bolsover District Council to meet some of its remaining need for Gypsy and Traveller sites.

We are currently in the process of assessing potential sites for Gypsy and Traveller Pitches with the aim of meeting our own need as identified in the Derby, Derbyshire, Peak National Park and East Staffordshire Gypsy and Traveller Accommodation Assessment 2014. We are intending to consult on potential sites in the New Year, and it will not be until this process is complete that we will be able to fully confirm our own position.

Until this process is complete we are unable to confirm the availability and suitability of sites and are therefore not currently in a position to assist Bolsover in meeting its own unmet land requirement for Gypsy and Traveller pitches.

I trust that this information clarifies the current position, if you require anything further please do not hesitate to contact me.

Yours sincerely,



Alan Morey - Strategic Planning and Key Sites Manager

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## Appendix E

### 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: Planning Services  
Section: Strategic Planning and Key Sites  
Lead Officer: Lauren Dempsey

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

#### **Current refresh (Dec 2017)**

The Council is working towards a Local Plan that will cover the period to 2033. As part of the Local Plan preparation, Chesterfield Borough Council (CBC) is in the process of trying to identify sites to meet the need for Gypsy and Traveller Accommodation in the borough.

Within Chesterfield Borough, the Derbyshire Gypsy and Traveller Accommodation Assessment 2014 (GTAA) has identified a need for 4 permanent pitches for gypsies and travellers (not transit pitches) over the period 2014 to 2019. Part of this requirement has already been met by the grant of planning permission for 2 pitches. This evidence of need means that the council needs to allocate sites for at least 2 new permanent gypsy and traveller pitches in the new Local Plan.

The Council is seeking to allocate one site to accommodate 2 pitches (the need requirement), of a sufficient size that allows some room for family expansion, plus a reserve site of a similar size to be brought forward if required (for example if an updated study shows a need). This is the same approach that is taken for housing, and this is important in the interests of equality as well as the soundness of the Local Plan.

The Council is preparing to consult with the public about a number of sites which could potentially be put forward for allocation in the Local Plan provided they are assessed as being suitable and available. All potential sites have been subject to a sustainability appraisal, taking into consideration (amongst other objectives) whether development of sites will improve health and reduce health inequalities, and create sustainable communities (including

consideration of reducing deprivation). At this stage (preparing for consultation), no additional impacts are anticipated as the Local Plan Policy on assessing and allocating sites has not been changed. The EIA will be reviewed again following the consultation and subsequent recommendations.

### **Previous update (2016 refresh)**

The Council is proposing to make a number of changes to the existing Local Plan in order to reflect national policy and guidance, and updated local demographic information. The existing EIA is therefore being reviewed to consider any impact of the proposed changes being consulted on.

The Council will now consult with the public on the draft of the revised Local Plan. Following the consultation, a final Local Plan will be drafted and consulted on during Spring 2017.

This EIA is being updated to consider the impact of proposed changes to the following aspects of the Council's Local Plan:

- Strategic Objectives
- CS1: Spatial Strategy
- CS2: Principles for Location of Development
- CS3: Presumption in favour of Sustainable Development
- CS4: Infrastructure Delivery
- CS5: Renewable Energy
- CS7: Sustainable Management of the Water Cycle
- CS8: Environmental Quality
- CS9: Green Infrastructure and Biodiversity
- CS10: Flexibility in Delivery of Housing
- CS11: Range of Housing
- CS12: Sites for Travellers Pitches
- CS13: Economic Growth
- CS14: Tourism and the Visitor Economy
- CS15: Vitality and Viability of Centres
- CS16: Retail
- CS17: Social Infrastructure
- CS18: Design
- CS19: Historic Environment
- CS20: Influencing the Demand for Travel
- CS21: Major Transport Infrastructure
- LPX: Regeneration Priority Areas (new policy)
- LPX: Chesterfield Canal (new policy)
- LPX: River Corridors



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

Existing

Changed

New/Proposed

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

Over the next seventeen years, the Borough will have many challenges to face. This includes providing new housing and jobs, securing infrastructure and facilities for residents and visitors, in a way that helps us adapt to a changing climate. The planning system has a key role in helping to manage these changes and helping to reduce the impact on our Borough and its residents. As the Local Planning Authority, the Borough Council's main way of doing this is through the production of the Local Plan.

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

The Local Plan benefits all people who live, visit and work in Chesterfield. The policies are designed to concentrate development around existing centres and other accessible areas which will give better access to jobs, houses, education and services.

In addition, there are some changes which are anticipated to have a positive impact on particular groups, for example, Chesterfield Borough Council is proposing to increase our standards to require 25% of new housing to be at a higher standard of accessibility and adaptability. The updates also place more emphasis on the need to enhance the health and wellbeing of local residents, as this has become an increasingly important local need.

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.

<b>Group or Protected Characteristics</b>	<b>Potentially positive impact</b>	<b>Potentially negative impact</b>	<b>No impact</b>
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.	✓		

The anticipated positive impacts of the proposed changes to the local plan are summarised in more detail below:

- Strategic Objectives – an additional strategic objective is being proposed to ‘promote the health and wellbeing of residents’ in response to the local health profile and key priority areas.
- CS8: Environmental Quality – this has been updated to ensure that development does not impact on the new Air Quality Management Area in Brimington.
- CS11: The Council has opted to go beyond the minimum standard and require that 25% of all new housing is adaptable and accessible. We feel there is sufficient evidence that our local communities need this. In accordance with national policy, we have also lowered the threshold for affordable housing to increase provision.
- CS12: Sites for Travellers Pitches: Following the Joint Needs Assessment, Chesterfield was assessed as requiring four pitches to meet local need for Travellers. Two pitches have already been granted planning permission. The refresh identifies a number of locations which the Council is assessing for suitability for the remaining two pitches required. The policy and approach to sites has not changed and was therefore previously subject to EIA.
- CS14: Tourism and the Visitor Economy. In addition to existing factors, the Council will now encourage proposals for tourism development, where they provide opportunities to encourage physical activity. This is in response to the local health and wellbeing agenda.

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:

As the Local Plan Policy documents are broad plans, no negative impacts are identified at this stage, although a number of overarching positive impacts are anticipated (see table above). Further Equality Impact Assessments will be undertaken as more detailed Developmental Planning Documents, Supplementary Planning Documents and Development Briefs are considered for individual sites.

The Local Plan and EIA will be reviewed following public consultation.

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.

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## For publication

### **Fees and Charges for Sport and Leisure 2018/19 (HW000)**

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Meeting:	Cabinet
Date:	30 January 2018
Cabinet portfolio:	Health and Wellbeing
Report by:	Operations Managers

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## **For publication**

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### **1.0 Purpose of report**

- 1.1 To set Council's fees and charges for Sport and Leisure facilities with effect from 1 April 2018.

### **2.0 Recommendations**

- 2.1 That the charges set out in **Appendix A** are approved and introduced from 1 April 2018.
- 2.2 That the proposals for Concessionary charge eligibility be approved as outlined in **Appendix A** and that the Concessionary memberships continue as Change4Life.
- 2.3 That on-going analysis of membership and centre usage is continued to assess any possible impacts of the changes to fee and charges.
- 2.4 That support for continued development of the services enables additional fees to be applied to new activities.
- 2.5 That there is no further price increase implemented prior to April 2019.

2.6 Where there are promotional opportunities to stimulate usage, ensure retention of customers or to respond to external market forces it is to be approved that changes to fees and charges can be agreed with the Health and Wellbeing Manager and Portfolio holder.

### 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-commercial manner. However, the importance of the service in delivering affordable access to experiences is 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. Whilst access and locality is a potential barrier to use, price and quality of services are also a key factor.

3.4 As with all Council services the sports centres continue to work under economic pressures. There is increasing competition locally with attractive pricing structures, e.g. gym only membership for £9.99/monthly and along with the general economic position this increases the focus towards competing on a cost basis. 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 approach to fees and charges. This is a challenging conundrum and the service can't lose sight of working towards a self-sufficient position by 2020, as outlined with the Council Plan, 2015 – 2019.

- 3.6 Direct debits will be introduced for various activities such as swimming lessons, gymnastics courses and trampoline courses. This will provide more frequent but also lower fees for parents to pay. Where these are applied multiples of the individual lesson fee will apply.
- 3.7 Benchmarking has been undertaken to identify charges applied by other sport and leisure providers throughout Derbyshire and in neighbouring counties. These are presented in appendix B.

#### 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 develop income opportunities to work towards a zero subsidy for sports and leisure services
- The repayment funding that has been borrowed for the replacement of QPSC and the continued development of the HLC
- The level of fees and charges applied by neighbouring sports and leisure providers
- Potential costs of any staffing redesign required to effectively resource the service in line with a service five year plan
- Broader value for money considerations including accessibility, booking arrangements, service quality and membership benefits
- Potential impact of local competition on centre use and membership
- The Council's Concessions Policy
- The need to address health inequalities in our communities
- The need to exceed customer expectations
- Start-up initiatives for new activities and groups with specific targets and objectives (e.g. Boccia for disability groups, etc.)
- Market demand leading to a higher increase in fee's

- Implementation of existing fees and charges late in October 2017 and the impact this would have within a short time scale before next proposed increased
- 4.2 In previous years, the charging scheme has been consistent for both centres without any significant areas of market differential. 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. Such action will be agreed with the Health and Wellbeing Manager and Portfolio holder.
- 4.4 There is to be a review of the service design and the development of a 5 year service plan. This will address a number of key issues that have been identified including effective resourcing levels, facility development opportunities and improvements to the customer experience.
- 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 some more limited assessment of local private sector providers.
- 4.6 The overall service budget has been set with an overall 3% increase in income. The proposed revised fees and charges in Appendix A largely meet the 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 be varied outside the Fees and Charges review to maximise opportunity and efficiency by agreement with the portfolio holder. Any such changes are regularly reviewed to ensure that the reason for the variation remains valid and appropriate.
- 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. 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 persons meeting the eligibility criteria detailed in section 5.0 of the Concessions Policy.

4.9 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 activities, new initiatives to engage people from specific communities into physical activity and also inclusion of Direct Debit payment opportunities for certain activities.

4.10 Fees and charges were increased in October 2017. The fees as identified in Appendix A are proposed to be introduced as of April 2018. Fees increased have been proposed with due consideration for the short period between October 2017 and April 2018. In addition to this market forces have also been considered. Overall a 3% increase in income is to be attained but this is made up of some individual fees increasing by less than 3% and some fees above 3%.

## 5.0 **Human resources/people management implications**

5.1 There are no human resource implications of this report. However it is recognised that there will be a 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. These revised charges largely reflect the increase but consideration has been given to 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 in a number of ways to include, but not exclusive to, evaluating the service offer, targeted investment in new equipment, development of the activity programme across both centres and experience activity to generate satisfaction, loyalty and a desire to refer.

6.3 The proposed charges will be published based on the market rates and also 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.

## 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 income has increased and with the development of a five year plan this will continue further. The income has developed mainly due to public interest but from also developing opportunities for physical activity. This will continue beyond the current financial year by broadening opportunities. In previous fees and charges reports it has been recognised that the financial climate has adversely impacted areas of discretionary spend amongst borough residents, e.g. sports and leisure. Whilst the position is only slightly improved 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 ensures an overall 3% increase applied to the income targets. There are some new charges proposed for new initiatives (mainly squash).
- 8.3 Both sports centres will over the next twelve months be introducing direct debit payment options for swimming lessons and gymnastics/trampolining. Feedback from many customers has shown that this is a preferable option as it allows a lower cost to be paid more often however there will still be the need for cash payment given potential equality concerns. The fees and charges reflect both a percentage increase on current fees and

charges and also fees relating to direct debit once they are introduced.

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	Developing a retention plan to ensure that both centres remain a feasible option for residents of the Borough. Building a quality and attractive programme developing targeted activities towards specific community groups. Regular review of financial performance.	High	Low
Competition	High	High	Pricing and packages for services high quality, value for money. Robust retention and promotion. Planned Monitoring of external market environment through S.W.O.T. analysis. Continue development of a varied activity programme in line with industry trends and with key stakeholders and partners. Proactive outreach to	High	Medium

			create potential interest.		
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. There are concessionary prices applied for persons meeting the eligibility criteria detailed in section 5.0 of the Concessions Policy.

9.2 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 and off-shore employees).

## 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.

10.2 Another option for not increasing the fees has been considered but given need for reduction in subsidy to support the services and thorough a market review the proposed fees and charges in Appendix A are sufficiently market sensitive to not 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 April 2018.

- 11.2 That the proposals for Concessionary charge eligibility be approved as outlined in **Appendix A** and that the Concessionary memberships continue as Change4Life.
- 11.3 That on-going analysis of membership and centre usage is continued to assess any possible impacts of the changes to fee and charges.
- 11.4 That support for continued development of the services enables additional fees to be applied to new activities.
- 11.5 That there is no further price increase implemented prior to April 2019.
- 11.6 Where there are promotional opportunities to stimulate usage, ensure retention of customers or to respond to external market forces it is to be approved that changes to fees and charges can be agreed with the Health and Wellbeing Manager and Portfolio holder.
- 12.0 **Reasons for recommendations**
- 12.1 To set the Council's fees and charges for Sport and Leisure Indoor and Outdoor facilities with effect from 1<sup>st</sup> April 2018.
- 12.2 To contribute to improving the Councils overall financial position and reduce the overall cost of Sport and Leisure provision by the Council.
- 12.3 To support the Councils delivery of Great Place Great Service corporate priorities for visitors and residents to Chesterfield Borough.
- 12.4 To improve customer service, the service programming and overall participation levels of Sport and Physical activity in the borough to support other programmes for addressing health inequalities and impacts.
- 12.5 To meet the demands of the market place given current and pending competition.

### **Decision information**

<b>Key decision number</b>	<b>785</b>
<b>Wards affected</b>	All
<b>Links to Council Plan priorities</b>	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**

<b>Report author</b>	<b>Contact number/email</b>
<b>Chris Wright / Darren Townsend</b>	<b>01246 345567</b> <a href="mailto:christopher.wright@chesterfield.gov.uk">christopher.wright@chesterfield.gov.uk</a> <b>01246 345679</b> <a href="mailto:darren.townsend@chesterfield.gov.uk">darren.townsend@chesterfield.gov.uk</a>
<b>Background documents</b>	
These are unpublished works which have been relied on to a material extent when the report was prepared.	
N/A	
<b>Appendices to the report</b>	
Appendix A	Proposed Fees and Charges
Appendix B	Comparison of Fees and Charges for other service providers in the area

Appendix A - REVIEW OF FEES AND CHARGES FY17 - Charging recommended effective 1st April 2018 to 31st March 2019.

All Income areas	Codes	Activity	Existing FY17 Gross	Proposed FY18 Gross	Derbys Average	List Price Increase	QPSC Visits	HLC Visits	Total visits	Current income	Projected income	Projected increase in income
Stock	9101	NTP Swimming badges	£3.50	£3.60		2.86%	690	600	1290	£4,515.00	£4,644.00	£129.00
		BG Badges	£3.50	£3.60		2.86%	353	0	353	£1,235.50	£1,270.80	£35.30
Fitness Room - General	9149	Fitness Room (Casual) - Induction - Adult	£6.00	£6.20	£7.36	3.33%	40		40	£240.00	£248.00	£8.00
		Fitness Room (General) - Induction - C4L	£3.00	£3.00		0.00%	4		4	£12.00	£12.00	£0.00
		Card Replacement	£2.00	£2.00		0.00%	585	316	901	£1,802.00	£1,802.00	£0.00
		Shower	£1.50	£2.00		33.33%	1337		1337	£2,005.50	£2,674.00	£668.50
Main Hall Activities	9150	Main Hall Activities - Per badminton court x 1 (45m) - Adult	£9.10	£9.30	£10.70	2.20%	1211	0	1211	£11,020.10	£11,262.30	£242.20
		Main Hall Activities - Per badminton (45m) - Conc/Jnr	£6.40	£6.60		3.12%	48	0	48	£307.20	£316.80	£9.60
		Main Hall Activities - Per badminton (45m) - Member	£5.40	£5.60		3.70%	4435	0	4435	£23,949.00	£24,836.00	£887.00
Activity Parties	9164	Dry side Activity Parties	£80.00	£90.00		12.50%	36	23	59	£4,720.00	£5,310.00	£590.00
Swimming - Juniors	9165	Swimming - Junior	£2.60	£2.70	£3.01	3.85%	17647	4022	21669	£56,339.40	£58,506.30	£2,166.90
		Swimming - Junior Fun based sessions from...	£2.60	£2.70		3.85%	61		61	£158.60	£164.70	£6.10
		Swimming - Junior Water Rave	£3.50	£3.70		5.71%	532	314	846	£2,961.00	£3,130.20	£169.20
Holiday Activities	9166	Holiday Activities - half day non-member	£7.00	£7.50		7.14%	4064	0	4064	£28,448.00	£30,480.00	£2,032.00
		Holiday Activities - half day member	£6.30	£6.75		7.14%			0	£0.00	£0.00	£0.00
Playzone	9168	Playzone - Child / Weekday Coffee Morning	£4.40	£4.40		0.00%			6280	£27,632.00	£27,632.00	£0.00
		Playzone - Organisation Hire	£80.00	£80.00		0.00%			28	£2,240.00	£2,240.00	£0.00
		Playzone - Per Child (Not Private)	£2.80	£2.80		0.00%			464	£1,299.20	£1,299.20	£0.00
		Playzone 12-24mths New Price	£2.20	£2.20		0.00%			1404	£3,088.80	£3,088.80	£0.00
		Playzone - under 12 mths	£0.60	£0.60		0.00%			383	£229.80	£229.80	£0.00
Swimming - Clubs	9169	Main Pool Hire - per lane/hour	£14.30	£14.80		3.50%	61.5		61.5	£879.45	£910.20	£30.75
		Small Pool Hire - per lane/hour	£9.45	£10.00		5.82%	0	0	0	£0.00	£0.00	£0.00
Swimming - Adults	9170	Swimming - Adult	£3.60	£3.75	£4.59	4.17%	33733	33131	66864	£240,710.40	£250,740.00	£10,029.60
		Swimming - Adult Fun based sessions from...	£3.60	£3.75		4.17%	51	0	51	£183.60	£191.25	£7.65
		Swimming - Adult Change4Life	£2.80	£2.90		3.57%	392		392	£1,097.60	£1,136.80	£39.20
Leisure Pass	9171	Change4Life	£2.50	£2.60		4.00%	221		221	£552.50	£574.60	£22.10
Squash	9172	Squash - per court - Full	£8.10	£8.40	£7.56	3.70%	585	0	585	£4,738.50	£4,914.00	£175.50
		Squash - per court - Junior/Conc	£6.20	£6.40		3.23%	6	0	6	£37.20	£38.40	£1.20
		Squash - per court - Member	£4.50	£4.50		0.00%	6147	0	6147	£27,661.50	£27,661.50	£0.00
		Squash Off Peak - per court (Promotional price used with disgression)	£6.20	£6.20		0.00%	0	0	0	£0.00	£0.00	£0.00
Fitness Room - Casual	9175	Fitness Room (Casual) - PAYS - Adult	£6.00	£6.20	£6.44	3.33%	533		533	£3,198.00	£3,304.60	£106.60
		Fitness Room (Casual) - PAYS - Conc	£3.00	£3.00	£3.93	0.00%			0	£0.00	£0.00	£0.00
Outdoor Synthetic Pitch	9176	Outside Pitch - (1hr) - Adult	£31.50	£32.50		3.17%	298	0	298	£9,387.00	£9,685.00	£298.00
		Outside Pitch - (1hr) - Conc/Jnr	£28.30	£29.50		4.24%	19	0	19	£537.70	£560.50	£22.80
	9177	Health Spa - (2hrs)	£5.00	£5.00		0.00%		1192	1192	£5,960.00	£5,960.00	£0.00
Main Hall - School Use	9202	Main Hall Education	£9.10	£9.30	£9.36	2.20%	0	0	0	£0.00	£0.00	£0.00
Hire of Small Hall	9204	Activity Studio Hire - hourly - by negotiation from	£26.50	£27.50		3.77%			0	£0.00	£0.00	£0.00
		Table Tennis - Adult 45 mins	£9.10	£9.30		2.20%	76	0	76	£691.60	£706.80	£15.20
		Table Tennis - Junior 45 mins	£6.40	£6.60		3.12%	2	0	2	£12.80	£13.20	£0.40
		Table Tennis - Adult 45 mins - Member	£4.85	£4.85		0.00%	184	0	184	£892.40	£892.40	£0.00
Swimming - Family	9208	Swimming - Family (max. two 16yrs+)	£9.00	£9.50	£10.00	5.56%	4082	619	4701	£42,309.00	£44,659.50	£2,350.50
		Swimming - Family (max. two 16yrs+) (school holidays)	£7.50	£7.80		4.00%	44	28	72	£540.00	£561.60	£21.60
		Swimming - Family Change4Life	£7.50	£7.80		4.00%			0	£0.00	£0.00	£0.00
Swimming - Concessionary	9212	Swimming - Change4Life	£2.60	£3.00		15.38%	208		208	£540.80	£624.00	£83.20
Swimming Lessons - Adults	9220	Swimming Lesson - Adult - 45 min	£5.95	£5.95	£5.40	0.00%	16		16	£95.20	£95.20	£0.00
		Swimming - Stroke technique/improvement (10 for 8 applicable)	£3.60	£3.75		4.17%	292	43	335	£1,206.00	£1,256.25	£50.25
Course - Gymnastics	9222	Gymnastics/trampoline - Junior (member)	£4.95	£5.15	£5.14	4.04%	19296	0	19296	£95,515.20	£99,374.40	£3,859.20
		Gymnastics/trampoline - Junior (non-member)	£5.45	£5.70		4.59%	0		0	£0.00	£0.00	£0.00
		Gymnastics/trampoline - Infant/toddler (member)	£3.70	£3.90		5.41%	5184	0	5184	£19,180.80	£20,217.60	£1,036.80
		Gymnastics/trampoline - Infant/toddler (non-member)	£4.10	£4.30		4.88%	0	0	0	£0.00	£0.00	£0.00
		Gymnastics/Trampoline Academy - (member per hour)	£3.50	£3.70		5.71%	4656	0	4656	£16,296.00	£17,227.20	£931.20
		Gymnastics/Trampoline Academy - (non-member per hour)	£3.90	£4.10		5.13%	0	0	0	£0.00	£0.00	£0.00
Fitness Classes	9223	Fitness Classes - Adult Indoor cycling	£5.35	£5.50		2.80%	329	359	688	£3,680.80	£3,784.00	£103.20
		Fitness Classes - Adult 60 minutes	£4.75	£4.90		3.16%	7169	1609	8778	£41,695.50	£43,012.20	£1,316.70
		Fitness Classes - Junior AVERAGE CHARGE	£2.80	£2.90		3.57%	276	49	325	£910.00	£942.50	£32.50
		Fitness Classes - C4L (targetted sessions only)	£2.80	£2.90		3.57%	1263	956	2219	£6,213.20	£6,435.10	£221.90
		Fitness Classes - Health, Wellbeing & Specialist	£2.80	£3.00		7.14%	400	739	1139	£3,189.20	£3,417.00	£227.80
		Return to Sport	£3.25	£3.25		0.00%	977	0	977	£3,175.25	£3,175.25	£0.00
		Active Ability	£1.95	£2.10		7.69%	147	0	147	£286.65	£308.70	£22.05
		Arrears	£3.00	£3.00		0.00%	2122	730	2852	£8,556.00	£8,556.00	£0.00
Swimming Lessons - Juniors	9224	Swimming Lesson - Jnr - 30min (member)	£4.95	£5.15	£5.06	4.04%	47250	23700	70950	£351,202.50	£365,392.50	£14,190.00
		Swimming Lesson - Jnr - 30min (non-member)	£5.45	£5.65		3.67%	0	0	0	£0.00	£0.00	£0.00
		Swimming Lesson - Jnr - 60min (member)	£5.45	£5.65		3.67%	2950	1600	4550	£24,797.50	£25,707.50	£910.00
		Swimming Lesson - Jnr - 60min (non-member)	£6.60	£6.85		3.79%	0	0	0	£0.00	£0.00	£0.00
Swimming Lessons - 1-2-1s	9225	Swimming Lesson - 1-2-1's	£19.06	£19.70		3.38%	128	116	244	£4,649.42	£4,806.80	£157.38
		Swimming Lesson - 1-2-1's member	£16.60	£17.20		3.61%	537	210	747	£12,400.20	£12,848.40	£448.20
		Swimming Lesson - 1-2-2's	£28.60	£29.60		3.50%						
		Swimming Lesson - 1-2-2's member	£25.60	£26.50		3.52%						
Swimming - Schools	9226	Main Pool - HLC/hour	£47.68	£47.68		0.00%			0	£0.00	£0.00	£0.00
		Main Pool - QPSC/hour	£58.56	£61.49		5.00%	11.5	0	11.5	£673.44	£707.14	£33.69
		Teacher hire/hour	£21.00	£21.75		3.57%	11.5		11.5	£241.50	£250.13	£8.63
Room Hire	9234	Training room hire (by negotiation but from...)	£15.00	£15.00		0.00%	100		100	£1,500.00	£1,500.00	£0.00
Swimming - Promotions	9239	Swimming - Promotions - 10 for 8	£28.80	£30.00		4.17%	479		479	£13,795.20	£14,370.00	£574.80
		Swimming - Promotions - 10 for 8 - Change4Life	£22.40	£23.20		3.57%	791		791	£17,718.40	£18,351.20	£632.80
Swimming - Parties	9240	Swimming - Main Pool	£115.00	£125.00		8.70%	33	16	49	£5,635.00	£6,125.00	£490.00
		Swimming - Small Pool	£85.00	£90.00		5.88%	60	0	60	£5,100.00	£5,400.00	£300.00
Course - Other	9244	Adult sports courses from...	£4.00	£4.00		0.00%			0	£0.00	£0.00	£0.00
		Junior sports courses from...	£3.10	£3.10		0.00%			0	£0.00	£0.00	£0.00
		Pool Lifeguard Courses	£230.00	£230.00		0.00%	11	0	11	£2,530.00	£2,530.00	£0.00
		Pool Lifeguard Courses - Chesterfield College	£170.00	£180.00		5.88%	23	0	23	£3,910.00	£4,140.00	£230.00
		First Aid 3 days	£185.00	£185.00		0.00%		0	0	£0.00	£0.00	£0.00
		First Aid 2 days	£125.00	£125.00		0.00%		0	0	£0.00	£0.00	£0.00
		First Aid 1 day	£85.00	£85.00		0.00%		0	0	£0.00	£0.00	£0.00
Membership Fees	9245	Memberships Fee's - DD's - Full	£27.80	£28.90	£35.22	3.96%	20000	17000	37000	£1,028,600.00	£1,069,300.00	£40,700.00
		Memberships Fee's - DD's - Conc/Corp	£23.50	£24.40	£25.26	3.83%			0	£0.00	£0.00	£0.00
		Memberships Fee's - DD's - Student	£15.50	£16.00	£22.26	3.23%			0	£0.00	£0.00	£0.00
		Memberships Fee's - DD's - Family (4)	£55.60	£57.80		3.96%			0	£0.00	£0.00	£0.00
		Memberships Fee's - DD's - Motiv8	£9.50	£10.00	£15.50	5.26%			0	£0.00	£0.00	£0.00
		Memberships Fee's - 3 month pre-paid - Full	£100.80	£105.00		4.17%	765	612	1377	£138,801.60	£144,585.00	£5,783.40
		Memberships Fee's - 3 month pre-paid -										

**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.

**To do...**

Check concession policy

Check neighbouring authorities

Check sports hall income and VAT

Insert time periods for relevant activities

check soft play pricing with non continuation of café



North East e.g. Dronfield	Bolsover	Derbyshire Dales e.g. The Arc @ Clowne	PFP Amber Valley e.g. Alfreton	Sheffield e.g. Hillsborough	PFP Graves e.g. Graves	High Peak e.g. New Mills	South Derbys e.g. Green Bank	Derby City e.g. Springwell @ Oakwood	Erewash e.g. West Park	Mansfield e.g. Water Meadows	EA Ashfield e.g. Lammas @ Sutton	Others:	Nuffield	Virgin active	Lifestyles	Simply Gym	Darwin Forest	Brampton Manor	Average
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Swimming

Adult	Price 1	£3.70	£4.90	£4.35	£4.10	£6.75	£4.60	£3.60	£3.20	£4.25	£4.00	£5.50	£3.60
	Price 2	£3.10	£3.00	£3.85	-	-	£3.30	£2.55	-	-	£2.40	£4.10	£2.30
Junior	Price 1	£2.30	£3.00	£3.00	£2.75	£4.00	£3.30	£2.15	£2.30	£3.20	£2.40	£4.10	£1.90
	Price 2	-	-	-	-	-	£2.30	-	-	-	-	-	-
Family	Price 1	£9.40	N/A	N/A	N/A	£15.75	N/A	N/A	N/A	£9.00	£11.60	£12.50	N/A
	Price 2	-	-	-	-	-	-	-	-	-	-	-	-


Swimming Lessons

Adult	Price 1	£5.35	£17.00	£6.80	£20.17	£27.00	£23.00		£13.30	£65.40	£5.75	£20.50	£19.38
	Price 2	-	-	£6.30	-	£24.00	-	-	-	£21.65	-	-	-
Junior	Price 1	£4.80	£17.00	£5.65	£20.17	£27.00	£23.00		£17.50	£65.40	£5.35	£20.50	£19.38
	Price 2	-	-	£5.15	-	£24.00	-	-	-	£21.65	-	-	-

£16.00													
£16.00													
£7.50													

Gym (non-member)

Adult	Price 1	£6.40	£6.20	£7.10	£5.70	£9.70	£6.50	£5.70	£6.20	£7.35	£6.90	£5.60	£5.85
	Price 2	-	-	-	£5.00	£6.70	-	-	-	-	-	-	-
Concession	Price 1	£3.10	£4.50	£4.35	N/A	N/A	N/A	£3.10	N/A	£4.40	£4.15	N/A	£2.90
	Price 2	-	-	-	-	-	-	-	-	-	-	-	-
Junior	Price 1	N/A	£4.00	£4.35	N/A	N/A	N/A	£3.10	N/A	£1.10	£2.90	£3.15	£2.90
	Price 2	-	-	-	-	-	-	-	-	-	-	-	-


Fitness Classes

Adult	Price 1	from £1.55	£5.00	£5.50	from £4.95	£8.30	£6.50	from £3.00	from £2.70	from £3.55	£6.10	£5.90	from £3.00
	Price 2	-£4.45	£4.00	£5.00	-£6.40	£5.30	-	-£5.50	-£7.50	-£5.55	-	£4.90	-£5.35
Concession	Price 1	N/A	£4.00	£3.80	N/A	£7.50	N/A	N/A	N/A	from £2.15	N/A	N/A	N/A
	Price 2	-	-	£3.30	-	£4.50	-	-	-	-£3.35	-	-	-
Junior	Price 1	£3.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Price 2	-	-	-	-	-	-	-	-	-	-	-	-


Gym membership

Adult	Price 1	£30.00	£29.95	£39.60	£39.50	£33.00	£34.99	£34.00	£35.50	£38.00	from £25.00	£25.95	£34.00
	Price 2	-	£25.00	-	-	-	-	-	-	-	-£30.00	-	-
Concession	Price 1	£19.00	£27.00	£26.80	N/A	£30.00	N/A	N/A	£25.00	£28.50	£20.00	N/A	£28.00
	Price 2	-	-	-	-	-	-	-	-	-	-	-	£20.50
Corporate	Price 1	£25.00	N/A	£316.80	N/A	£26.00	N/A	N/A	N/A	from £30.20	N/A	N/A	£28.05
	Price 2	-	-	£158.40	-	-	-	-	-	-£33.10	-	-	-
Junior	Price 1	£16.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	£15.00	N/A	£18.50
	Price 2	-	-	-	-	-	-	-	-	-	-	-	-
Student	Price 1	N/A	N/A	N/A	N/A	£29.00	N/A	N/A	£25.00	£22.80	£19.00	N/A	£20.50
	Price 2	-	-	-	-	£21.00	-	-	-	-	-	-	-
Family	Price 1	N/A	£365.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	£84.00
	Price 2	-	-	-	-	-	-	-	-	-	-	-	-

£39.00	£54.00	£15.99	£16.99	£40.00	£40.95								
£33.00				£31.00									
				£33.00	£35.70								
				£26.00	£15.75								

Badminton

Peak/Standard	Price 1	£9.30	£7.70	£10.30	£9.50	£12.75	N/A	£10.20	£8.00	£10.85	£9.05	£9.20	£7.65
Off Peak	Price 2	£5.00	£6.00	-	-	-	-	£6.20	-	-	-	£6.00	£4.70
Concession	Price 3	-	-	£6.90	-	-	-	-	-	-	-	-	£7.65
Junior	Price 4	-	-	-	-	£11.25	-	-	-	£8.15	-	-	£4.70


	Price 5	-	-	-	-	-	-	-	-	-	-	-	-
Time period (45/60 minutes)		45min	60min	55mins	60mins	45mins	-	60mins		60mins			55mins


Squash

Peak/Standard	Price 1	£7.95	N/A	£7.75	£9.00	£10.20	N/A	£6.80	£6.90	£8.95	£7.00	N/A	£6.60
Off Peak	Price 2	£5.80	-	-	-	-	-	£4.80	-	-	-	-	£4.25
Concession	Price 3	-	-	£5.15	-	-	-	-	-	-	-	-	£6.60
Junior	Price 4	-	-	-	-	£8.70	-	-	-	£6.75	-	-	£4.05
	Price 5	-	-	-	-	-	-	-	-	-	-	-	-
Time period (45/60 minutes)		40min	-	40mins	40mins	45mins	-	40mins		40mins		-	40mins


Gymnastics courses

Gymnastics	Price 1	£4.30	N/A	£5.50/£5.00	£3.50	£28.75	£26.00	see note	N/A	£19.00	£5.10	£14.99	N/A
Trampoline	Price 2	£5.20	N/A	£5.50/£5.00		£18.55	£22.00	N/A	N/A	£19.00	£5.10	N/A	N/A
Tots/Tumblers	Price 3	£4.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	£3.75	N/A	N/A






## **For publication**

### **Changes to Council Housing Tenancy Agreement - Feedback (HC000)**

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Meeting:	Cabinet
Date:	30 January 2018
Cabinet portfolio:	Cabinet Member for Homes and Customers
Report by:	Assistant Director - Housing

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## **For publication**

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### **1.0 Purpose of report**

- 1.1 The purpose of the report is to report to Members the outcome of the consultation exercise in respect of the changes to the Housing Tenancy Agreement relating to secure and introductory tenants.

### **2.0 Recommendations**

- 2.1 That Members' note the comments from tenants and approve the final changes to the Tenancy Agreement and Tenant Repairing Obligations.
- 2.2 That the Assistant Director – Housing be authorised to write to all tenants giving notice of the new Tenancy Agreement and Repairing Obligations coming into force from 1<sup>st</sup> April 2018 and to serve the necessary Notice of Variation.

### **3.0 Report details**

#### Background

- 3.1 On 12 September 2017 Cabinet authorised proposed changes to the Council's Tenancy Agreement and Tenant Repairing Obligations for all secure and introductory tenancies. The proposed changes included;
- Changes to the Council's Tenancy Agreement to ensure that it remains current and fit for purpose
  - Moving from collecting rent on a 48 week basis to a 52 week basis, in order to off-set some of the impacts of the way in which Universal Credit claims are administered for tenants claiming this benefit in the future and to ensure a regular rent payment culture
  - Reviewing tenant repairing obligations and repair response times e.g. tenants taking more responsibility for their own repairs and damage
  - Advising tenants that from 1<sup>st</sup> April 2018 the Council would no longer collect water rates on behalf of Severn Trent and that these payments would need to be made direct to Severn Trent.
- 3.2 The Assistant Director – Housing was authorised to consult with tenants regarding the proposals and to report back to Members following the consultation.

### Current Position

- 3.3 The consultation concluded on the 3<sup>rd</sup> December 2017 (after running for a period of 6 weeks), during which time each and every tenant received an information pack which included;
- An explanatory letter
  - The proposed new Tenancy Agreement
  - The current version of the Tenancy Agreement
  - A summary of the changes to the Tenancy Agreement
  - Proposed changes to the repair and maintenance obligations and response times
  - A questionnaire form (and freepost envelope) for tenants to let us know their views and comments on our proposals
- 3.4 In order to ensure that tenants were fully aware of the proposals and were given every opportunity to comment on them, an article appeared in the Autumn edition of 'Our Home', the tenant

newsletter and 23 roadshows were held across the Borough throughout October and November 2017, where tenants could speak to Housing representatives about the proposed changes.

- 3.5 The consultation was also promoted on the front page of the Council's website, Facebook and Twitter accounts, and has featured in the Derbyshire Times website and Facebook page.
- 3.6 In addition the full Information Pack was available online, including a link to complete the questionnaire online.
- 3.7 In total 1079 tenants (11%) have responded in writing to the proposals and approximately 243 people attended the roadshows.
- 3.8 A report setting out the response to the proposals is attached at **Appendix 1**.
- 3.9 The response to the proposals are perhaps to be as expected, with the most controversial changes being in respect of the removal of the 4 rent free weeks by implementing a 52 week rent year and the changes to the tenant repairing obligations, which require tenants to take more responsibility for minor DIY items and damage, in line with other local Housing Providers. **Appendix 2** sets out the specific comments raised by tenants in response to the questionnaire. **Appendix 3** sets out specific questions raised by individual tenants and the responses that have already been provided by Housing Services Officers.
- 3.10 As part of the consultation, tenants were asked a series of questions in relation to the areas below. These responses have been considered by the Assistant Director – Housing and the Cabinet Member for Homes and Customers and with regard to the repairing obligations, discussions have also taken place with the Assistant Director – Commercial Services and the Tenant / Member / Officer Repairs and Maintenance Working Group (who were initially involved in making the recommendations).
  - 3.10.1 Tenancy Agreement – Very few comments were received in relation to the proposed changes to the tenancy agreement, other than those relating to the 52 week rent year and the repairing obligations. After further consideration by Housing Services Officers, some very minor amendments have been

made to the document to for clarification purposes and to ensure the use of plain English. A copy of the revised proposed new Tenancy Agreement is attached at **Appendix 4** and the amended clauses are highlighted. It is therefore recommended that this document is approved.

3.10.2 Implementing a 52 week rent year – The majority of respondents (82%) understood why this proposal was being made and 62% agreed with the proposal. In addition a significant amount of comments were received. These have been considered and in the main they relate to respondents believing that they will pay 4 more weeks rent than they do currently, whereas in practice they will pay the same amount in total but over a 52 week period instead of 48. Concerns were also expressed about the loss of the free weeks as respondents liked these to budget for Christmas etc. Cabinet previously agreed to implement the 52 rent year on 24 January 2017 and as the majority of respondents supported this proposal it is recommended that the 52 week rent year continue to be implemented on 1 April 2018.

3.10.3 Review of Repairing Obligations – Whilst the majority of respondents (79.5%) understood why the proposals were being made to the repairing obligations, 64% had concerns. These primarily related to cost, disability or health related concerns and inability to undertake the work or lack of skills.

The Officer / Tenant / Member Working Group who made these initial proposals have carried out a review and made some changes, with the Council retaining responsibility for some repairs which were being proposed to become tenant responsibility and making some additional repairs rechargeable. They have also made some clarification to the notes accompanying these proposed changes. These changes will address some of the concerns raised during the consultation in relation to the impact on vulnerable tenants' i.e. minor DIY tasks only. A copy of the revised proposed Repairing Obligations and Response Times is attached at **Appendix 5** and the amended sections are highlighted.

In addition to these changes, a series of You Tube videos will be prepared to demonstrate how minor DIY repairs can



be undertaken by tenants and a series of DIY classes introduced to which tenants will be invited to attend, if they wish to do so. It is therefore recommended that these obligations are approved.

A review of these changes will take after 12 months in order to determine the impact of the changes and whether any further mitigating actions need to be put in place to assist vulnerable tenants.

- 3.10.4 Ceasing Collection of Water Rates – Whilst tenants were not asked to make comments on the Council ceasing to collect water rates on behalf of Severn Trent from 1 April 2018, some comments were received opposing this decision.

Members will recall that this decision is a contractual matter between the Council and Severn Trent, on the basis that Severn Trent no longer require the Council to carry out this function on their behalf and therefore this position should be noted.

### Next Steps

- 3.11 Subject to Members approving the new Tenancy Agreement and Repairing Obligations then the next stage will be to write to every tenant informing them that the new Agreement and Repairing Obligations have been approved and giving them 28 days' notice of it coming into force. This letter will be issued in mid- February 2018. A revised Tenant Handbook which covers the repairing obligations in detail will be reissued shortly after this date.

## **4.0 Human resources/people management implications**

- 4.1 In order to see the effect of the proposed changes to the Tenant Repairing Obligations and Response Timescales on the required £1.5million savings to the Responsive Repairs Budget over three years (2017/18 to 2019/20), the Assistant Director - Commercial Services 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). This equates to a financial saving, in the region of, £700,000 of staffing costs.

- 4.3 It is further anticipated that these staff could usefully be re-deployed elsewhere in the Building Service, undertaking capital work to the Council Housing Stock 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.
- 4.4 The Housing Capital Programme will be presented to Cabinet on 20 February 2018 with an increased share and / cash value for Commercial Services from 2018/19 onwards which will contribute to the Commercial Services 5 year growth Strategy and the re-deployment of existing staff from responsive repair work to capital.

## 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 has already been built into the HRA Business Plan for 2017/18 onwards that was presented to Cabinet on 19 December 2017 and 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 issuing the Notice of Variation, new Tenancy Agreement and Repairing Obligations to all tenants will be met by the Housing Revenue Account.

## 6.0 Risk management

Description of Risk	Likelihood	Impact	Mitigating Action	Resultant Likelihood	Resultant Impact
Increased rent arrears from Universal Credit	High	High	Removal of rent free weeks and move to a 52	Medium	Medium

recipients where UC paid over 52 weeks and rent collection on a 48 week basis			week rent year		
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 and You Tube videos will be made available to assist with tenant knowledge. As a result of tenants concerns during the consultation, some of the proposed repairs that the 'tenant' would be responsible for have been amended. A review of the changes to the repairing obligations will be made after 6 and then 12 months to ascertain the impact of the policy change. At this time consideration could be given to the introduction of a chargeable 'handyvan' service for minor repairs	Low	Medium
Increased customer dissatisfaction with routine repairs	Medium	Low	All repairs will be carried out by appointment with an appointment	Low	Low

being carried out over 30 days as opposed to 20 days			being offered and made at the time of reporting. 65% of respondents to the consultation said that this was acceptable to them		
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.

## 8.0 Equalities Impact Assessment (EIA)

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

## 9.0 Recommendations

9.1 That Members' note the comments from tenants and approve the final changes to the Tenancy Agreement and Tenant Repairing Obligations.

9.2 That the Assistant Director – Housing be authorised to write to all tenants giving notice of the new Tenancy Agreement coming into force and to serve the necessary Notice of Variation.

## 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 the Council’s Vision and Priorities within the Council Plan.

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

### Decision information

<b>Key decision number</b>	<b>778</b>
<b>Wards affected</b>	All
<b>Links to Council Plan priorities</b>	‘To improve the quality of life for local people’ and ‘To provide value for money services’

### Document information

<b>Report author</b>	<b>Contact number/email</b>
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<b>Background documents</b>	
<i>none</i>	
<b>Appendices to the report</b>	
Appendix 1	Consultation Questionnaire Report
Appendix 2	Tenants Comments in response to the Consultation
Appendix 3	Specific questions and responses raised

	through the consultation
Appendix 4	Revised Proposed Tenancy Agreement
Appendix 5	Revised Proposed Repairing Obligations
Appendix 6	Equalities Impact Assessment

## Questionnaire Report - Proposed Changes to Tenancy Agreement

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### 1. Summary

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*Questionnaire format:* Paper and online questionnaire  
*Responses:* Total 1079 (Paper: 1075) (Web: 4)  
*Date range:* 16<sup>th</sup> October 2017 to 3<sup>rd</sup> December 2017

### 2. Introduction

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The Council is proposing to change the Tenancy Agreement which it uses for all its secure and introductory tenants and to make some changes to the services it provides including:

- repairs and maintenance
- rent collection
- collection of water rates.

The law says that the Council must tell all tenants about the changes it plans to make by giving every tenant a preliminary notice informing them of the Council's intention to serve a Notice of Variation to the Tenancy Agreement. Every Council tenant was posted an information pack which included:

- An explanatory letter
- The proposed new Tenancy Agreement
- The current version of the Tenancy Agreement
- A summary of the changes to the Tenancy Agreement
- Proposed changes to the repair and maintenance obligations and response times

- A questionnaire form (and freepost envelope) for tenants to let us know their views and comments on our proposals

In addition, the consultation was promoted on the front page of the Council's website, Facebook and Twitter accounts, and has featured in the Derbyshire Times website and Facebook page. The full information pack was available online, including a link to complete the questionnaire online.

In addition, Housing services organised a number of roadshows across the Borough throughout October and November where tenants could speak to Housing representatives about the proposed changes.

### **3. Questionnaire results**

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#### **Section 1: Tenancy Agreement**

##### **Q1. A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

A range of comments were made in response to this question. They have been grouped into the following themes (in order of frequency). Key themes were concerns about changes to repairs and concerns about payments, in addition to concerns about the proposals in general, although around 50 respondents also made comments in support of the proposed changes. All of the comments can be read in full at Appendix 1.



- comments raising concern about changes to repairs arrangements (69 comments)
- comments were received in general support of the proposals (50 comments)
- comments raising concerns about payments and/or arrears (47 comments)
- comments were received in general opposition to the proposals (41 comments)
- concerns about changes to rent payments (37 comments)
- comments understanding the reason for proposed changes / in general acceptance (16 comments)
- comments not understanding the proposals (9 comments)
- comments about responsibility for repairs and standards on moving into a property (5 comments)
- 60 other comments



## **Section 2: Rent Payments**



### **Q2. Do you understand why we are proposing to switch from a 48 week to a 52 week rent year?**

The majority of respondents (82%) stated that they understand the reasons for proposing to change from a 48 week to a 52 week rent year.

<b>Do you understand why we are proposing to switch from a 48 week to a 52 week rent year?</b>			
	<b>Number</b>	<b>Percent</b>	<b>Chart</b>
Yes	886	82.3%	 82.3%
No	190	17.7%	 17.7%

### **Q3. Do you agree with the proposal to switch from a 48 week to a 52 week rent year?**

The majority of respondents (62%) stated that they agree with the proposal to change from a 48 week to a 52 week rent year, with 38% of respondents disagreeing.

<b>Do you agree with the proposal to switch from a 48 week to a 52 week rent year?</b>			
	<b>Number</b>	<b>Percent</b>	<b>Chart</b>
Yes	655	62.3%	 62.3%
No	397	37.7%	 37.7%

### **Q4. Do you have any comments about the proposal to switch to a 52 week rent year?**



A range of comments were made in response to this question. They have been grouped into the following themes (in order of frequency). Key themes were concerns about the proposals in general, although around 44 respondents also made comments in support of or with no strong opinion about the proposed changes. All of the comments can be read in full at Appendix 1.

- comments generally opposing the changes to rent year proposal (80)
- comments showing no strong opinion or in agreement with proposal (44)
- queries or incomplete understanding of proposals (31)
- concerns about payments, debt and arrears(25)
- concerns that the proposals impact on some people more than others (13)
- 6 other comments

## Section 2: Repairs and Maintenance



### Q5. Do you understand why we are proposing making these changes to tenant repair responsibilities?

The majority of respondents (79.5%) stated that they understood why CBC is proposing to make changes to tenant repair responsibilities.






Do you understand why we are proposing making these changes to tenant repair responsibilities?			
	Number	Percent	Chart
Yes	833	79.5%	 79.5%
No	215	20.5%	 20.5%

### Q6. Would making these repairs your responsibility give you any concerns or difficulties?

Around 36% of respondents indicated that the changes would not cause them any concerns or difficulties, however, around 64% had concerns. Those that indicated they would have concerns or difficulties, were asked to indicate the reasons for this. The most common reason stated was cost (63%) followed by disability or health related concerns, and inability or lack of skills (53%). 16.1% of respondents indicated that time would be a concern for them.

Would making these repairs your responsibility give you any concerns or difficulties?			
	Number	Percent	Chart
Yes	693	64.3%	 64.3%
No	385	35.7%	 35.7%

If you answered yes, please tick the reasons that would cause you concern and / or difficulties in the boxes below. *(Tick all that apply)*

If you answered yes, please tick the reasons that would cause you concern and / or difficulties in the boxes below. (Tick all that apply)			
	Number	Percent	Chart
Health	416	49.3%	
Disability	525	62.3%	
Cost	530	62.9%	
Time	136	16.1%	
Inability / lack of knowledge	445	52.8%	




**If other, please specify:**

A range of 'other reasons' were given in response to this question. They have been grouped into the following themes (in order of frequency). Key themes were concerns about age, health or disability, followed by lack of skills or knowledge to undertake the repairs. All of the comments can be read in full at Appendix 1.

- comments in relation to age, health and disability (69)
- concerns about skills, ability or knowledge (50)
- concerns about affordability (24)
- concerns about finding reliable tradespeople (5)
- comments about lack of time (2)
- 23 other comments



**Q7. If the Council introduced a repairs service where you could pay to have repairs carried out which are the tenant's responsibility. Would you use this service?**

A high of 41% of respondents indicated 'don't know' in response to this question. 28.7% of respondents indicated that they would use the service, while 30% indicated that they would not use the Council's repair service.

<b>If the Council introduced a repairs service where you could pay to have repairs carried out which are the tenant's responsibility, would you use this service?</b>			
	<b>Number</b>	<b>Percent</b>	<b>Chart</b>
Yes	307	28.7%	 28.7%
No	325	30.4%	 30.4%
Don't know	438	40.9%	 40.9%

**Q8. We are proposing that routine repairs will be carried out within 30 days. We will always give you an appointment for this repair. Does this make the potential increase in the time before the repair is carried out more acceptable to you?**

The majority of respondents (65%) indicated that they felt that having a designated appointment would make a 30 day waiting time for routine repairs more acceptable.

<b>We are proposing that routine repairs will be carried out within 30 days. We will always give you an appointment for this repair. Does this make the potential increase in the time before the repair is carried out more acceptable to you?</b>			
	<b>Number</b>	<b>Percent</b>	<b>Chart</b>
Yes	666	65.4%	 65.4%
No	352	34.6%	 34.6%

**Q9. Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

A range of comments were made in response to this question. They have been grouped into the following themes (in order of frequency). Key themes were concerns about timeliness / urgent repairs and outstanding repairs and the cost of repairs. All of the comments can be read in full at Appendix 1.

- concerns about timeliness / urgent repairs and outstanding repairs (84)
- concerns or queries about the cost of repairs (49)
- comments about responsibility for repairs (33)
- preference to keep current arrangements (15)
- comments showing no strong opinion or in agreement with proposal (29)
- comments about customer service and respect (4)
- specific queries or alternative suggestions (21)
- comments about the nature of the repairs (16)
- concerns about quality of repairs and deterioration of properties (13)
- 24 other comments

**Q10. Do you have any other general comments you wish to make about the Housing Service?**

A range of comments were made in response to this question. They have been grouped into the following themes (in order of frequency). Key themes were concerns about age, health or disability, followed by lack of skills or knowledge to undertake the repairs. All of the comments can be read in full at Appendix 1.

- Generally positive comments about the service received (75)
- Comments generally opposing the proposed changes to tenancy agreement (46)
- Suggestions to improve service / efficiency (26)
- Concerns about waiting time for repairs to be done (11)
- Concerns over safety or struggling to undertake repairs under proposed changes (11)
- Concerns about anti-social behaviour (11)
- Queries / requests for further information (13)
- Concerns about penalising certain people through proposed changes to tenancy agreement (6)
- Concerns about changes to water rates collection (4)
- Confusion about proposed changes to tenancy agreement (3)
- Concerns about service received (17)
- Comments about gardens (2)
- 14 other comments

#### 4. Equality monitoring

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<b>What is your gender?</b>	
	<b>Percentage</b>
Male	37.0%
Female	57.7%
Transgender	1.8%
Prefer not to say	3.5%

<b>How old are you?</b>	
	<b>Percentage</b>
Under 18 years	0%
18 to 24 years	0.5%
25 to 34 years	2.3%
35 to 44 years	14.8%
45 to 54 years	13.2%
55 to 64 years	21.3%
65 to 74 years	24.0%
75 years and over	22.3%
Prefer not to say	1.6%

<b>Do you consider yourself to have a disability?</b>	
	<b>Percentage</b>
No	40.2%
Yes	53.7%
Prefer not to say	6.1%

<b>What is your ethnicity?</b>	
	<b>Percentage</b>
White British	89.2%

Other white background	2.0%
Black or Black British	3.0%
Asian or Asian British	2.2%
Mixed ethnic group	0.2%
Other ethnic group	1.8%
Prefer not to say	1.7%

<b>Which of the following best describes your religion?</b>	
	<b>Percentage</b>
Buddhist	0.4%
Christian	62.2%
Hindu	0.3%
Jewish	0.4%
Muslim	0.6%
Sikh	0.1%
None	26.4%
Other	3.8%
Prefer not to say	5.8%

<b>Which of the following best describes your sexual orientation?</b>	
	<b>Percentage</b>
Heterosexual	81.0%
Bisexual	1.7%
Lesbian	1.0%
Gay man	0.7%
Prefer not to say	15.6%

## Questionnaire Report - Proposed Changes to Tenancy Agreement

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### Appendix One – Comments Received

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#### **Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

---

Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?

#### Comments generally in support of changes

- No, I am quite happy about the change.
- No I agree with and understand the proposed changes.
- I agree that the proposed changes to the rent year should take place. After a careful look at the proposed changes to repair and maintenance I feel split over this issue. Most other proposals I'm generally in agreement with.
- Yes we do the biggest part of them.
- A lot of the things I do myself anyway, I only ring the council if I really have to! I do agree with a lot of the new changes and obviously the reasons for some changes are due to government cutbacks.
- They seem quite fair.
- I understand and agree to all but suggest guidance to supply of bathroom replacement bulbs. These are non-standard and the fittings designed to prevent opening by untrained operatives. Think allowance should be made for this.
- We understand that everything cannot stay the same as it has done for years and that changes have to be made. The proposed changes appear to be fair to both the council and tenants. Hope so!
- As a tenant of 64 years I have always complied with requirements.
- Everything seems fair.
- We think any changes to improve and save money are welcome. We have always rented a council house since the ages of 18 and 20, we are now 67 and 69. We are very satisfied with CBC. Well done.
- I agree to the proposed changes. Should have been proposed earlier. We have been lucky. Private

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

rents have to pay 52 weeks.

- I understand these changes have to be made to keep things up to date. I hope it all works out but sometimes things do not always turn out. Hope these changes will.
- No problem at all
- No, the council has always been fair with me and I feel that they have the tenants interests at heart.
- Although I am a new council tenant I agree with the small changes you are proposing i.e. for able bodied tenants to carry out smaller jobs within their property where possible, but I have yet to see any improvements to the property I am living in, all the properties in the area have had their cladding removed or repainted within the last month which makes a big difference to the look of the properties on the street, but I have not seen any proposals for the pre-fab houses to be tidied up and painted, so cannot see where we are gaining any benefit from money spent by the council. In regards to the change in rent from 48 to 52 weeks, once again I do not agree with this, I understand the credit and how it will leave the people on benefits in arrears but they need to also take into account that they must manage their money better, working people will suffer and end up paying for those able bodied people who continue to take benefits when there are more jobs available with better minimum wages. I am paid monthly but have to juggle my salary around to accommodate for regular weekly payments and was looking forward to having the rent free weeks over Christmas as currently the only benefit I am entitled to is 25% council tax reduction for single occupancy. Saving 2 weeks rent is something that would really help me during this period and not something I take for granted, I earn my wages and do not agree with helping to pay for people who have no intention of working as they receive more money by claiming benefits (my comments do not in any way reflect on the disabled tenants or people who genuinely cannot work).
- We already abide by the rules and will continue to no matter what the changes.
- They should have done this from the start.
- I think the changes are beneficial in general.
- I think a lot of them are good ideas but some things I think need to be changed.
- No, I think it is fair, if repairs costs are affordable.
- I strongly agree with the changes regarding pets. There has been too many cases of neglect and unfriendly pets. It would be best for most if rent was paid monthly, weekly etc with option due to pay from employment/benefits.
- There is a lot of old stuff in the agreement. Also there is some new stuff in. The water charges should have been done long ago.
- The changes seem fair and mostly to provide more clarity on acceptable behaviour by tenants.
- No comments due to me being very happy with my tenancy and my home. It's my pride and joy and I look after my flat and appreciate the roof over my head. I don't get universal credit, I get ESA and DLA.
- They seem to be reasonable
- Changes need to happen sometimes so we just have to agree to them and get on with our lives.
- I think it's a good idea. Some of the tasks you do currently for tenants is a joke, ie I would never ask you to change a bulb for me, but there is 1 or 2 proposed changes that I think will be difficult for tenants living in blocks of flats ie cracks in the ceiling and the unblocking of drains, especially as this is communal.
- No I agree with all the proposed changes and think it will make it better for everyone.
- Not many folk like change but it's inevitable. Tenant responsibility is a good thing - as long as I pay no more rent. The payment changes are no problem as I am retired and pay 4 weekly regardless.
- I am pleased to note introductory tenancies are now 12 months, I had previously thought it was 6 months. I am pleased to note that my neighbour is unable to keep/acquire a bengal tiger.
- If it's not broken why try and fix it!
- I agree basic changes are needed but I believe the staff you have who receive calls should be better trained. You are spoken to like rubbish and concerns and maintenance issues never get followed through correctly.
- I have no complaints. In fact I think it is good.
- I cannot comment until I have experienced them. I cannot understand if we still get 4 free weeks.
- I pay monthly by direct debit so I am fine with this.
- Sounds like a good idea, ridiculous expecting council to change light bulbs etc. Already pay water



**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

company as have meter. Think people will miss rent free weeks most even though you won't be paying more.

- I haven't read the new agreement front to back but I can't see it making much difference to me.
- No, it all seems straightforward. I hope that if I have any difficulty with carrying out a repair I can be advised by the council.
- Most of the changes are logical and clarifying that tenants pay for any damage they cause and you must obey the council rules.
- All appear to me to be logical and necessary
- No they all seem fair. I totally agree with people that breed animals should have a licence. I also think there should be tougher laws on cat owners! They should only be allowed one cat and it should be neutered or spayed!
- I agree whole heartedly to all of the changes. It should help people look after their homes better if they have to fix damages themselves and will make people feel safer in their homes. If people can't have nuisance pets and guests around. Council rules should go back to the way they were when social housing first came into place - don't look after the property or pay rent, lose your home!
- The proposed changes seem very reasonable
- I believe it would help older people and people with disabilities.
- Most seem fair and reasonable although there are several repairs changing from the cost and responsibility to the tenant that I would like to stay the responsibility of the council and paid for by them.
- The proposed changes to the tenancy agreement seem ok to me. As regards rent collection this is paid each month by direct debit as I get benefits. I have a water meter so I already pay to Severn Trent Water.
- Everything is explained clearly and don't see anything in rules and regs that is unfair. I will comply with them all.
- I think the changes are mainly straightforward.
- We are happy with the changes.

**Concerns about not understanding the proposed changes**

- Don't understand any of it
- No - don't understand.
- Why the changes of tenancy agreement and I can't read very well so I did not understand very well.
- I get fed up with all the changes, you never know where you are.
- There are far too many changes and far too many details to be able to give rational comments in the space provided. In addition by stapling all the various points together you have made it very difficult for older folk in particular to read them in close detail. This I believe will make it more likely that many approached will not read them. And I certainly believe that the proposed new 75 page tenancy agreement plus repairs addendum will not be read by many new or old tenants.
- Sorry but I'm not understanding the proposal.
- Don't understand them, I have learning difficulties
- I do not understand.
- Very Confusing

**Concerns about proposed repairs arrangements**

- 7.2 states change to give clarity of who to report repairs to? 7.2 is very general and just says us if CBC. 94 years old, without family would struggle. Will you ensure help for people who need it?
- Some of the repair changes might be too much for the elderly who live on their own and depending on their age cannot go climbing up ladders to fix certain things eg electric lights etc.
- Not happy that we, the tenants, will have to deal with infestation such as mice and cockroaches. All council installations such as TV outlets should be replaced by standard fittings. I would not know where to procure these items or the right ones, especially my bathroom fittings. All aspects of electrics should be maintained by the council, especially switches and light fixtures.
- The only thing I disagree on is repressurising the boiler. It's a dangerous action to pass on to tenants,

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

anything could happen if not done properly.

- I am concerned about the new repair guidelines as I have dyspraxia and am not able to do repairs myself.
- The council seem to be passing the buck on some changes to less able tenants. I am mentally and physically disabled and rely on council helping. The changes would only make my life harder.
- Yes, what will be the change as in the case of my wife and I, due to her health i.e. dementia, If I should become incapable to administer our home?
- We should not have to do any repairs ourselves. This is why we pay rent.
- I want my repairs to stay as they are, I am not a DIY expert.
- Repairs could cause a problem is they become expensive.
- Whilst I agree with most of the changes, my main concern is with repairs. Disabled people will find it difficult to carry out even minor repairs and therefore shouldn't have to pay.
- We understand the minor repairs we are requested to do, but feel for the elderly some of these may be a bit difficult for them to do. There are odd ones which we wouldn't feel 100% about doing ourselves but would have a go...if it goes wrong though, who will be charged? Maybe tutorial videos on youtube would help? It's free and you could gain a few pounds when you hit the target of views or subscribers!
- Cannot reach/replace tubes/starters in kitchen or wet room. My husband has cancer and not well enough to carry out repairs. I am only 5 foot tall and can't reach the ceilings.
- I am a little worried about these changes as a pensioner I have limited funds to pay for repairs but understanding the council's problems I will accept that the council needs to do something.
- Only concerning repairs. I'm on oxygen 24/7 so not able to do repairs myself.
- We are in our 70s. We don't mind the small jobs we can do but when you ask for the trees to be cut back causing leaves all over we find it very hard to keep our front and back garden clean.
- Yes are we going to be shown how to re-prime the boiler if it needs to be done?
- I have a problem with my health and that means I cannot do a lot of things for myself and I cannot pay anyone to help me.
- Don't agree that some repairs have to be paid for. It should be in the rent like now.
- How do you expect elderly to change light tubes, batteries etc in alarms? Will you honour claims of someone falling?
- They show no regard to a person's age and income.
- With regard to the boiler would need instructions on how to re-pressurise and relight the pilot.
- 30 days is okay, but if I have a hospital/doctors appointment and I have to cancel, how long will I have to wait? another 30 days? making 60 days in total. Just a concern.
- I think the standard of some peoples housing will be lowered as some people may not be able to afford the repairs you want tenants to do. I also think rent should be reduced if you want us to carry out more repairs ourselves.
- I'm still waiting for my repairs to faulty bathroom toilet, doesn't flush properly, broken handle and uses lots of water. I believed that a bath was going to be put in as shower floor is very poor and gets very damp. Faulty windows and doors. I don't know if walls have been insulated but gets very cold very quickly.
- Not good, what are we paying rent, council tax for. I will not pay for anything to be fixed if and when it goes wrong, I can't even have my husband added on to the tenancy, he was on before.
- No rent increase going to be harder for part time working people to afford any of this on full rent and full council tax.
- I am your tenant and you should be responsible 100% for repairs.
- I am 87 and not mobile so will not be able to do repairs myself. Will I still get repairs done by the Council for me?
- Worried about what repairs I will have to carry out myself, especially as I am an OAP
- Please rethink and do not allow tenants to carry out repairs.
- Many people including myself would struggle to do their own repairs and may lead to an increase in more serious repairs being needed.
- Will be worrying about anything which is higher up as I cannot climb.
- A lot of these changes will cause problems for elderly people. They will not understand these changes and are not capable of doing repairs.

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

- Yes I do feel that we are expected to do too much maintenance and that standards are going to deteriorate and estates are going to be even more dilapidated. I do agree that a tenant is capable is changing a light bulb.
- It seems to me people who work lose out.
- I have never had any help with cutting my 6ft plus hedges in the garden, I have struggled to do them but my neighbour had help.
- All repairs should be made by you. What do you think the rent money is for?
- Seems ok to me.
- Can't see it making any difference to most people.
- Prefer things to stay as they are.
- My only worry is have you got the man power to follow things through eg antisocial behaviour and getting tenants to maintain their gardens. I have had problems for over a year and things haven't been solved.
- Leave it as it is
- As a pensioner, the thought of having to pay for some repairs is very worrying. Being on a fixed income every penny counts.
- The only thing I don't agree with is paying rent weekly. I get paid monthly so this wouldn't be possible.
- I think everyone paying water direct to severn trent water is better and the repairs time is fair enough.
- Just the gas.
- Why should we pay for council repairs? We pay rent to you to do the repairs. The windows need replacing plus lots more and I disabled so can't do my own repairs.
- I do not agree to the change in forcing council tenants to pay for minor repairs, I am a single woman on JSA, I can't afford to pay for repairs nor do I have the skills required to carry them out!
- Just that the elderly are taken into consideration and the costs to them if they have no family to help out in changing bulbs and also strip lighting and certain light fixtures in bathrooms are not ordinary bulbs but special spiral lighting.
- What is the difference between a small and large repair? Should be no grey area.
- Don't agree with having to pay for repairs.
- Yes to say you can't even do repairs already reported so doesn't make any difference. You don't come out and look at a repair and inspectors never come out when you ask them to inspect stuff so no change.
- It's a rip off making tenants pay for repairs. You are supposed to be the land lord.
- I feel that those on a low income would feel the cost if having to do their own repairs especially if it is something major, also the free rent weeks at xmas/new year are beneficial to everyone who is on a low income and paying full rent whilst working.
- Rent - no problem. Water - no problem. Repairs - can't expect people to assess safe working practice/risk assess repairs to own homes. Council wastes so much money on bad communication - wasted visits, bad workmanship, not fixed 1st time. Repeat visits when not needed.
- Due to having 9 foot high ceilings changing a lightbulb would be difficult.
- Filling form out on behalf of my mother. She has found the whole booklet frightening, worrying how, if needed, she would be able to undertake any tasks or even who to contact. I have found the booklet simple and easy to understand.
- The changes to repairs service could cause problems as I have disabilities from brain injuries. Also I would not be able to carry out certain repairs that require a good technical knowledge and technical skills. The expense of engaging professional tradesmen to do repairs would be a concern.
- I am unaffected by rent changes since I pay by direct debit. Only real concern is having to pay for repairs. I am an OAP on a comparatively restricted income.
- As someone who cares for her home as though it is her own, it disappoints me that a 75 year old woman living alone has to cope with the trauma of paying for repairs when finances are already stretched to the limit.
- Will not touch anything to do with boiler as I am not qualified to do so, or anything to do with electrics as again not qualified to do so. Will cause more problems if people try to repair them themselves.
- Most of the changes are fair, I am capable of doing most of the things required, but I think a lot of tenants are not and do not have the money. Properties and people will suffer.

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

- On the whole some of the changes are acceptable but the main problem will be for the elderly and people in poor health. I am concerned about clearing toilet blockages, shower blockages, some of the electric changes re-setting flip switches (I had a problem late at night recently), re-setting circuit breakers, gas re-pressurising combi boilers, pilot light etc. I feel many like myself would be caused unnecessary stress having to find someone to deal with the problems as well as affording it for a person on benefits.
- Many of the changes i.e. replacing light bulbs, using a plunger etc I think most tenants already do themselves unless they are old and infirm. Those regarding electrics could put tenants at risk who may attempt to repair themselves. Also, what happens if people can't afford these repairs? The rents are no longer affordable housing rents and for those who are on low incomes it is a significant part of their earnings. Will the tenant be shown how to pressurise the heating? Prior to this have been told not to touch so wouldn't know how to do it.
- I am returning this on behalf of my mum who has Lewy body dementia and cannot speak or write anymore. As our mum is 86 years old and has carers she would be unable to carry out any repairs for herself and to be honest I feel the families job is to care for our mum not her council property. It would be impossible for her to carry them out herself. I also feel that 30 days is a long time for an elderly person to wait for repairs.
- Unhappy with new repairs proposals. Unhappy with removing 4 rent free weeks. Unhappy with having to make own arrangements for water rates.
- Concerns about making tenants responsible for minor electric repairs.
- Most of the changes don't really affect us apart from the light in the bathroom was put in by you the council and we have no idea how to change it. We do supply and fit all other bulbs in the house and if we are to be responsible for that one you need to remove and replace it.

**Comments about responsibility and standards when moving in**

- If tenants are expected to carry out all minor repairs, then the council should ensure all properties are maintained to a reasonable standard in the first place. And what happens when council workers damage things whilst carrying out other repairs?
- Checks on new tenants' property inside and outside.
- I understand repairs are limited due to a smaller budget and maybe we need to put the important repairs first like any business.
- To make sure tenants have a chance of upholding their end of the agreement all repairs should be completed before changes to tenancy.
- All houses should be up to standard before you bring these changes in as a lot of repairs that will be the tenants responsibility are not in a good state of repair. These were like this when we moved in and reported on numerous occasions.

**General comments opposing the proposals**

- Many tenants, especially elderly and disabled will struggle with new changes
- I have only one comment and that is I don't agree with the change about 52 weeks rent I would rather it stay at 48 weeks.
- Unfair.
- My comment is if it isn't broken, don't fix it. Leave it alone.
- I think it's fine the way it is so why change them.
- All this is about is to rip off the people who voted you in power. Now you're abusing it, no matter it the public said no you would still go ahead and increase the rents. This is just a ploy to fill your coffers, you are attacking the vulnerable people of your borough.
- It will mean we do more work than the council.
- Rubbish
- It won't benefit me and for a lot of people will cause a lot of problems.
- Why not leave things as they are?
- Why change things?
- I believe that all are wrong
- Don't really like some of the changes being made

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

- I don't agree with paying more rent for less services.
- Would like it to stay as it is
- I think this is unfair on people who are already in employment and giving less incentive to them. But of course people who are already on benefits will not even care about the change as they don't have to pay for it. One month's rent is a lot of money to some people.
- Just don't agree
- We do not agree
- Don't agree with any of this.
- Confused with the changes as don't understand them and this is causing stress.
- These need more wording to explain things better and how it affects the vulnerable in society
- Self employment is the best option for managing disabilities and if no inconvenience to other tenants results it is wrong to make it difficult.
- It's totally unfair.
- Need to know more about the water rates. How would I go about paying them if not with rent anymore?
- Had to use a dictionary for the word vexatious. An alternative word would have made the agreement clearer. Do not see why a dog fouling in a park or field should affect someone's tenancy. It is unrelated to the property and should be treated as such. Communal areas is totally understandable, public places - no! It discriminates council tenants against others in society such as homeowners and private letters. Bike owners in flats - when the storage shed is inside the block of flats how are they supposed to store them? Where are they supposed to store them instead?
- Why change something I believe is working ok.
- Why try to change something that I believe is working ok.
- The council have as long as I can remember done repairs to their council properties. As I understand cuts have to be made now and again but to make people pay twice as this suggests is greedy. We not only have rent to pay but you're suggesting we have to pay for repairs extra to that which our rent should cover. You talk of 30 days for some repairs. I had to wait 6 weeks for my outside drains to be unblocked. I am on state pension and I am 71. I can't climb ladders or get on my hands and knees, I am disabled. Many are older than me living in my area too.
- As a 74 year old woman with mobility problems I would not be able to do certain things myself, such as repressurising the boiler and bleeding my radiators. I do minor things myself but would have difficulty doing everything expected.
- I just think its all confusing. Its also making it worse for older people to keep changing things. It's only good for one party. It's the same as keeping changing the boundaries and areas to suit whichever party is in power. Derbyshire was a lot bigger than it is now.
- I do not agree to the rent increase.
- As a new tenant it's a bit annoying that everything I was told is now being changed, it must have been in the pipeline.
- I don't think this is fair! A lot of people can't afford to do repairs and it's not fair about stopping rent free weeks either.
- It is a little worrying on the proposed changes to repairs where the council are asking tenants to do minor repairs.
- Why change a system that has worked for years?
- All proposals are unfair and will cause nothing but hardship and misery. I am now paying my water to Severn Trent, I only pay £42.48 per month for bedroom tax. Why on earth do I have to pay full rent whilst waiting for my new benefits. My benefits are already paid in arrears so why am I in arrears again.
- Why do things have to change, more and more people will end up homeless
- No way we can adjust to these changes and manage these changes alone.
- I think the changes are totally unnecessary, I think the £1 reduction in rent is being used by the council as a way of getting away from their obligations. With better organisation and efficiency there would be no need for these changes.
- Disagree with all proposals.
- Worried that the changes will cause problems and cost money that will also cause problems. Why not carry on working out water rates as before, instead of individuals having to deal with the water board themselves. Charge rent to cover costs and keep benefits as now.

Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?

Comments about proposed changes to rent payments

- Why should people who pay full rent and have not benefits be penalised just because of the introduction of universal credit - just change it to suit them! I think CBC should be helping those who pay their full rent on time each week and give a choice of either 48 or 52 week payments. We are a hard working family and get no handouts. The 48 week payment system helped us to budget, especially during December.
- Apart from the rent payment change, the changes seem sensible and practical. I only hope that if I ask the council to carry out a repair that you do not charge a silly price putting old age people like myself in an unsafe position.
- Leave the rent as it is. You do the repairs, think of health and safety.
- I think the rent situation is weird as I pay rent out of wages so I am disadvantaged.
- Not happy with new proposals
- Yes why do people that do not get credits have to change? We look forward to our free weeks rent. I would like it to stay on 48 weeks.
- Don't like changes in water rates and rent changes
- We would like to carry on with water rates and rent to the council as usual.
- Do not agree with the rent proposals unless a reduction in weekly rent is administered to compensate for the extra weeks. We should not be made to pay for people who are on benefits. We work extremely hard for our money.
- I personally do not earn enough wages to pay full rent etc but this is not fair on the working people who do pay full. They rely on the rent free weeks. I don't agree.
- I do not agree with tenants having to be responsible for paying their own rent due to universal credit. I think this will encourage more rent arrears.
- Just about rent, why take it off everyone? I work full time, never missed a payment of rent. So why are you taking the free 4 weeks off people who work? This is not right or fair.
- I think changing the rent from 48 weeks to 52 weeks is absolutely disgusting. So because people are on benefits, working people should be made to pay more each year? This to me makes me feel as working class people are being punished.
- Regarding the changes to the four weeks free rent, I think this may cause some hardship in families on low income. These free weeks may enable a family to purchase something they otherwise may not be able to afford, especially the two weeks over the Christmas period.
- Will I pay for water? Remember there are four weeks a year when I don't pay any. It needs to be paid weekly, as now, and at a pay point.
- I would like the rent to stay as it is as I see the 52 week proposal is for people on universal credit. As for 52 weeks, as long as you are paying the same as for 48 weeks.
- I object to the fact we have to lose the 4 weeks free rent, just to oblige people on benefits, the council know they will get their money and it will not get everyone in arrears. Workers such as me are always having to pay just to support people who can't get a job or don't want to work.
- The scrapping of the free rent weeks is disgusting, that money comes in handy especially at Christmas. If you must why not just scrap the April and August weeks and leave us the two Christmas weeks? Totally scrapping all four is a real kick in the teeth for people alone and on a low income. It's not acceptable.
- Don't agree with rent free weeks being taken.
- If there is another government in before 2020 will these proposals still carry the switch from 48 to 52 weeks, will it still have universal credit benefits paid every month. If it does the universal credit benefit the benefit will still be paid every 4 weeks so it doesn't make any difference apart from water rates, how will they be paid for, what method are they?
- As a tenant of over 45 years I think the change to 52 weeks is wrong even though most of my rent is paid it was nice to have the extra money for a short time.
- Don't agree about 52 week rent, I look forward to Christmas. Don't agree about doing repairs, I'm disabled and can't do it. I want a joint tenancy with my wife ie not a lodger. Don't know why you ask these questions as you will do as you please regardless of peoples opinions.
- I don't think they should change the rent free weeks. Why does the water rates have to be paid

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

- separately when always paid with rent. I have been waiting 16 years for a new roof.
- Disappointed that there will no longer be four rent free weeks and that water rates will be a separate bill.
  - Why should people/tenants not claiming any housing benefit be punished by having to pay rent for 52 weeks per year? We should be given the rent free weeks as a bonus for actually going out to work!
  - The 2 free weeks at Christmas has always been useful. A 30 day wait for repairs that the council deem non-urgent is also not a good idea, especially to older tenants.
  - Yes it is disgusting that you are taking away rent free weeks.
  - I liked having 4 weeks when we didn't have to pay. Xmas mainly, but I also see why you are doing this.
  - I do not agree with the changes from 48-52 weeks rent year we would prefer to pay our rent as we always do.
  - I am surprised that the council has rolled over and agreed to Severn Trent Water's proposal, simply overcomplicates it for older people.
  - If you take off water rates what's to stop them charging what they like and what can anyone do about it?
  - Only time will tell how the changes will work.
  - It is easier to pay at the post office as we do, so if a card for water rates and another for house insurance or anything due to you would be ok due to our old age and infirmities.
  - Prefer to pay rent over 48 weeks, it is nice having rent free weeks over Christmas. I understand why the council wishes to do this, however doesn't help my family.
  - I don't agree with the 52 week rent year.
  - Yes, I can't find anywhere where it states weekly rent will be reduced as it's being paid now over 52 weeks instead of 48 so surely we should have a rent reduction?
  - I agree with repairs and maintenance changes but do not agree with switching to a 52 week rent year. I feel that as a hard working family we are being punished for those who do not work and for a failing welfare system.

**Concerns about payments, arrears and debt**

- I do not receive universal credit and do not think I ever will so I do not think I would benefit like many others at my age. I am 64 years old so I am in another category!
- Not sure about some of the proposed tenant payments as regards older people.
- What a terrible idea paying the tenant directly!! Absolutely ridiculous! Tenants will most likely be spending their rent money and end up in arrears with the council. All round bad idea. More people will be homeless = more crime etc.
- If low paid workers are paying 4 weeks extra rent does this mean the working tax credits will go up to cover it? Or the amount of hours before you can claim will go down to cover the £412 extra a year? Is there a Severn Trent Water office in Chesterfield I can pay my water rates to as I always pay cash! I am a secure tenant - does this mean even though I was a tenant before 1 April 2017 my children have no right to succeed to a tenancy after my death?
- Will water rates rise once severn trent water takes over collection of water rates? My wall is regularly damaged by teenagers, whose responsibility will this be? 'No heat from one radiator' to be fixed within 30 working days seems an excessive time to wait.
- Will one still receive a rent payment calendar leaflet? Will one receive a rent payment plastic card and a card for water, i.e. 2 cards?
- Good, but council tax should be reduced to a much lower payment as I'm on £136 every two weeks and I struggle on that.
- I don't want the responsibility of having the rent paid to me and want it paid straight to the council.
- We would prefer to pay for the rent and water together because it is more convenient for us.
- Will it affect my benefit payments as I don't want to get rent arrears.
- The rent - how will it affect me with my benefits?
- I pay £80 per week rent, yet on my close a lady pays £10.50 that comes to me paying nearly £350 a year more, she will pay the £42 more. To me this is not right, we have to pay more for benefits and people in areas there must be some other way.
- Sending the rent money to the claimants and expecting them to give it to you is just ridiculous, it will just cause more homelessness in the long run.
- I am on pension credit and claim housing benefit and council tax, do we get back the 6 weeks rent

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

money that you mention it takes 6 weeks and we have to pay fuel rent then and after of course and the changes you make are great ones.

- I am concerned as I am currently on ESA and do not want to have rent arrears.
- A good idea to have a separate water bill, as with gas/electric, you can pay for what is used and will be beneficial for myself.
- Find a bit hard on ESA but all in all no complaints.
- If tenants are given cash to pay rents instead of just a reduction in rent as they do now, some will spend it on things like tattoos or a night out. You will spend more money chasing rent and rates.
- Concerned about my rent or council tax going into arrears with this near universal credit being introduced, with it being six weeks in arrears.
- No, but I have a questions, will water rates be going up now it's out of your hands?
- I already pay rent and Council tax by monthly direct debit. Do I have to start again applying for rebate. I don't think it's a good idea for those on social security to be given the money direct and you will lose a lot more money.
- Another retrograde step. It's another pain in the backside. Maybe it will be clearer or would have been had there been details of how the payment of rent and water rates will have to be paid and what provision for such will be available.
- Why is it people working and paying full rent having to suffer and pay for people that don't want to work and pay rent? This new universal credit will only encourage people to spend on other things but rent, so where will that leave the rest: to pay up
- I work part time and claim housing benefit, will the housing benefit be paid to me, like those on universal credit or will it go straight to the Council.
- The water rates being handled by Severn Trent is a good idea. People who are struggling can then ask about the big difference scheme that Severn Trent do. I would suggest that the Council lets tenants know about this. Also for small households water meters are a lot cheaper than rates. You could make tenants aware of this.
- If in arrears do we still keep paying £33 per fortnight
- Common sense should tell you leave the rent as it is. Holiday times certain tenants would fall behind with their rent - past experience should tell you this. As for electrics leave it to the professionals before people are electrocuted or fall off steps. As for paying most people have been squeezed dry.
- What happens in the 6 weeks before new benefit? This will make me in arrears with waiting.
- How do we organise paying rent and water rates?
- I feel that a lot of people will get into rent arrears due to having to pay rent themselves.
- Just worried about paying out water rates and how the changes affect my benefits.
- Not happy with the 4 rent free weeks being removed, what about the working class who don't claim anything and these rent free weeks really matter! I don't feel that it is fair at all and don't personally agree with it. Not a lot of information about the water rate change. Would like more information because yes its another bill, I'm not sure how to pay or the best way.
- Just relating to re-lighting the boiler. If I am shown how to do it when boiler is checked. Don't think it will be a problem.
- We are concerned about getting into rent arrears.
- I like having 4 weeks when I don't pay rent especially near Christmas, more money in your purse.
- Need to think of older and disabled people.
- Disappointed in severn trent water, we find it easier to pay the rates in with the rent but realise it isn't your choice to do this.
- How will the water rates be calculated and collected by severn trent? How will people who get housing benefit's water charges be calculated? What action is proposed for people parking on pathways and worse people driving down pathways to access a lowered kerb? What action will be taken with people who park opposite or in front of driveways? What action will be taken on neighbours who do not maintain their gardens?
- On the money I get I can't afford to pay for repairs.
- Most of the proposed changes are good. I would like it to remain a 48 week year. Also some of the changes to repairs, if it is a genuine accident I don't know if I could afford to pay for them. I pay full rent and my wages may not cover it.



**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

- Why is it the council are yet again extorting money from the low paid and vulnerable? This is widening the gap between the rich and the poor. CBC already charges the highest rental incomes of all neighbouring councils.
- As someone who will be transferred to universal credit at some stage the word arrears terrifies me. Some reassurance would be appreciated.
- I am concerned that I may run into arrears with my rent, as I currently get working tax credit and housing benefit.
- More convenient to pay water rates with rent.
- I'm 79 years old and don't understand any of your new proposals. If I don't pay water rates to the council by my payment card then how will I pay?
- Just a little worry. How and when to pay water rates. Will we be contacted by severn trent?
- Re: water charges - when we had community heating you were quick to tell us we couldn't have a meter. Could you not tell us if this has changed, save expensive phone calls to severn trent!

**Comments in acceptance or understanding of changes**

- It will come whether we have a say or not. Don't like changes but I understand where you are with this.
- Seems to make sense
- I understand the reasons for these changes and await with interest to see how things turn out.
- I suppose that the council is in a difficult position with all the cutbacks etc that the rubbish government has implemented so that they must do what they must for the greater good, especially when so many people rip the system off. It's then the other people who need genuine help who suffer.
- I understand these changes have been made as a response to the ongoing government policy of cuts and austerity.
- Most are understandable, a few are concerning.
- I can't understand some of it but I understand the important bits and that's all that matters.
- A lot to digest, but get the drift of your proposed changes
- I understand why you need to make changes
- If the money you get off the government is cut then you have to make cuts in all your departments you have no choice.
- While I understand the council is having to make cuts I am not pleased. This will put tremendous financial strain on me as I am a pensioner - as it will many others. I do not have capacity to do repairs myself and no support to do them.
- Everything changes over time and it all comes down to money so I can understand changes have to be made in all areas.
- We have always enjoyed the so called "free rent weeks" but fully understand the reason for change. Still would prefer to pay water rates to council with the rent.
- I can understand why you are having to do this with the government withholding some money which you need.
- If savings need to be made we just have to grin and bear it.
- We have to have the cutbacks, because of the Government cutbacks to our councils.

**Other comments**

- My husband and I only moved in on 19th August 2017 so we are new to dealing with aspects of the council.
- I agree with many of the changes but some could cause problems not just for us but in general
- Do I have to resign tenancy agreement?
- As I am a disabled person I depend on a lot of things and services to help me with my everyday life.
- Not sure about universal credit payment when it's a leap year? or 53 weeks.
- Whatever anybody says you'll still go ahead so why ask?
- It doesn't matter what we think you will do it anyway
- 11.7 Vehicles and Parking: "Only you and your visitors must park there." How do you propose to police this? Our main problem is that when Abercrombie School has an afternoon event all the parents take up all the places which can lead to confrontation. Also, those attending college often park in the spaces

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

too! I will be glad to hear from you!

- I presume that the changes have already been decided and will be implemented anyway. This has the feeling of just a PR exercise to say that tenants were consulted on the changes.
- Just have to go with the changes that's how things are now nothing we can do about it.
- Trusting in joint tenancy the continuation will be straightforward for the surviving partner when one dies
- It looks to me that it will make the poor poorer and the council cut their work force down.
- I have read the proposed changes to the tenancy agreement. The document is easy to read and refer to if needed.
- Will my length of being a tenant change? Would this affect my right to buy in years I have lived here? I.e. will my new tenancy continue from the date I moved in?
- Almost 86 years old, don't care.
- Yes I have comments on the proposed changes to legal rights of secure tenants. I think it is unfair to propose changes to legal rights and backdate it to April 2013. It should have started with the proposed date or the date it will be implemented.
- This will cause an awful lot of hardship, worry and distress to people like myself.
- The water rates which the council will no longer be taking on behalf of severn trent water does not concern me as long as we are not paying more.
- No changes
- So the council are taking even less responsibility are they?
- They don't seem to benefit the tenant
- More information on how to set up water payments would be useful.
- If tenants damage property then they should pay, people who don't damage them should not have to pay
- Actually why do CBC always use the best quality premium paper? What an utter waste of tax payers money. Shop around.
- The overall tone is patriarchal and is reminiscent of institutional living rather than adult independent tenants. What is the specific problem with plants in communal area balconies, hallways, landings? Quiet enjoyment!
- I agree money has to be saved but a minority of tenants will abrogate their responsibilities and these will have to be watched carefully and evicted if needed.
- Building new homes is all fair and well but not at the cost of us, paying your wages every week.
- Re section 5-5.2, we have paid to have our lawns mowed by a private gardener for the past 18 years so has our neighbour, we find it rather baffling for the council to say gardens must be cultivated and kept tidy (which we have always done) and yet we have gardens around us where tenants who rent and are young, that look like a jungle, they are so overgrown, the council were aware of this yet failed to do anything, this was even on the old agreement. If you make rules, apply them.
- You talk about rubbish being cleared around the property, the fact is your workmen do not clear their rubbish. Your warden promised so much and only one thing has been done. Nothing happens between 9am-5pm so you do not correct any misbehaviour of both human and criminal conduct.
- Need it to be explained more fully
- Not really, I live alone but try to do as many things myself.
- Is long winded, needs to be in plain English and relevant. Needs to say what difference is in changes document. Mobility scooter clause in communal areas - Council needs to have arrangements for storing scooters if not allowed to put them in shared areas.
- I do appreciate that unnecessary damage is caused to properties. I'm afraid that will always be the case, as to whether monies will be paid for these damages will be another story. There is also genuine people who do respect their properties and don't have any families or money to help them. How do we cut out the wheat from the chaff?
- It appears most of the tenancy agreement is the same as before. As I am sure you are aware that there are tenants that obviously did not read the first tenancy agreement that they were given.
- Yes tried to get house insured, can't as only got 1 socket in main room. Needs a double socket, told you can't have one as should have been done in 2009. So whose fault is that?
- If your current tenancy agreement is for life does this remain the same when the proposed changes have been implemented?

**Q1: A summary of the proposed changes to the tenancy agreement is attached. Do you have any comments on these proposed changes?**

- Why did I read about the changes on facebook/newspapers first? Surely the tenants should have been the first to know?
- It's alright you wanting to have appointments for repairs if they come on time. Twice I have had this and they come another day when I wasn't in. Rent - paying 52 weeks mean we are paying 4 weeks more.
- It's not clear for someone who can't read much.
- They will happen whatever we say!
- No, other than you're taking away our free rent weeks.
- The only thing that concerns me is changes to repairs.
- Concern over having to deal with pilot light and repressurisation of boiler as I have a learning disability and do not feel confident.
- Could the water rates go up? All us employed people have to change to 52 weeks rent from 48 because of the unemployed. This is wrong, the extra money over the Christmas period is handy.
- At present my rent direct debit is taken from my bank account weekly. As you are changing to 52 weeks can this be debited monthly?
- I don't really understand why you give me all my benefit money plus the extra that the council give me to make it up to full rates payments. I prefer you keep it the way it is.
- I am disappointed that the council will provide less help and support in the future. I am elderly and disabled and need help when things go wrong. I don't know how to do most repairs listed and it's going to cost me money to get people in.
- I do not agree to all of the changes to the repairs. I think a lot of people will not be able to afford to pay for some of them. I don't have a lot of money myself.
- Money free rent weeks help at Christmas time and Easter and bank holidays.
- The meeting regarding these proposals is on a work day, not suitable for me to attend. There is way too much info packaged in one go to take all in.
- They seem reasonable.
- Just leave things the way they are.
- If a person's dog fouls in a park why is a fine not enough. I don't think they should be evicted for it when a private rented or owner of a home would just get the fine. I know they should pick up the mess but it does seem a little unfair.
- Will rent reduce due to having to do our own repairs and water rates not being paid via rent.
- Gardens - presumably applies to individual properties and not communal grounds/gardens?
- Some stuff makes sense as it is common sense, but also maybe a guide needs to be sent out due to some people's lack of knowledge.
- No comments on changes, however I am concerned if housing services staff understand the tenancy agreement themselves. When in contact verbal statements are said opposite to what is stated in the tenancy agreement eg introductory tenants are not allowed to have lodgers, the reply I received "yes they can, clarification on this please.
- I do not and will not be receiving universal credit so how will I be affected by the rent and poll tax benefits being on only 15 hours per week work?
- What are the time limits to provide investigations to queries and to fix queries?
- The Tenancy Agreement proposal notice lets down - observantly unaccompanied by a freephone telephone number for non-English speakers.

## Q4: Do you have any comments about the proposal to switch to a 52 week rent year?

Comments made by respondents have been themed into categories below:

### Q4: Do you have any comments about the proposal to switch to a 52 week rent year?

#### Comments opposing the proposed changes

- Always been 48 weeks.
- I applaud your concerns and efforts in helping people better manage finances by having a reduced rent over a longer period. However I am dead opposed to universal credit and feel it should not be facilitated.
- I think it is penalising tenants that work and pay for rent.
- This doesn't affect me as I am on benefits therefore it is paid by others.
- If you get ESA you cannot change to universal credit so will we still get help with housing benefit?
- I think we should still pay rent for 48 weeks a year.
- I do not understand how this will help us the tenants in any way, the rent free weeks especially at Christmas, help massively. I think this is only going to make things harder.
- I am on the dole so would like this keeping.
- I would like it to stay as it is
- We have always had rent free weeks as long as I can remember - I got my first council house in 1988 and have rented from the council for most years from leaving home at 18.
- Stay as it is
- As we are OAPs that have never claimed any benefits I don't see why ours needs changing to accommodate the people that do claim and don't pay rent or council tax.
- As a single person on universal credit I understand why this is to change because it's paid by the government, but I still get into arrears and the four rent free weeks helps me catch up! But knowing some families do struggle to pay the 48 weeks it's just going to get them into more debt, especially if on a low wage.
- This will mean I will have to find an extra £400 per year. Not happy as I am on low income and pay full rent.
- Personally, we like the 48 week payments and find it useful. Although it is the same amount annually it can feel like a financial relief not to pay rent for 4 weeks of the year. However, personally, we overpay weekly anyway to benefit from more rent free weeks. Will we lose any of the current rent free weeks when the new tenancy comes in? I cannot get my head around and do not understand the benefit of 52 weeks regarding the universal payments. I use my weekly tax credits to pay rent. All I can work out is that I will be in debt if they are paying 4-6 weeks in arrears.
- We should we all lose our rent free weeks because the council wants to make the tenants pay rent all year, when the tenants are used to having free weeks to help them out.
- Is the rent spread over the 52 weeks the same amount as 48 weeks?
- Yes leave it at 48 weeks for people not on benefits.
- Yes, I pay full rent and don't see why I have to give up my four weeks rent free, because of benefit payments. Why change the way you are paying it to them now?
- Think it's not fair for the tenants that pay full rent. People on benefit fair enough, that's if they're going to pay it.
- Yes it means paying longer.
- We rely on the free rent weeks to pay towards electric bills.
- Will be helpful for people claiming the new benefits.
- Although I understand why the proposals are being considered I find this information frustrating and upsetting. My bills are constantly increasing and as someone who worked for the NHS I have not had a pay increase for many years. I now have to work 3 jobs over a 6 day week to make sure I can pay my rent, bills and run a car. I do not know where I will find more money from.
- We are happy as it is.

#### Q4: Do you have any comments about the proposal to switch to a 52 week rent year?

- Why punish everyone because of universal credit? Chances are a lot of people will spend their rent money and the council won't see a penny of it anyway. For years the council have done free rent weeks and some people do rely on them.
- People of low income depend on the 4 week free rent.
- Just the council's way of not giving us free rent weeks.
- Why should people who work lose out on the four rent free weeks? I pay full rent.
- I will miss my free rent weeks. They do help when you are living on your own and paying full rent.
- If this is to help people on benefits because of changes to benefits as money is paid straight to them for housing benefit what happens if they do not budget and spend it? Council will not be any better off.
- I find the 4 rent free weeks extremely beneficial both at Christmas and in the summer when it enables me to have the money for a few days holiday and to have some money for my grandchildren for Christmas presents etc
- I don't like the idea of not having the rent free weeks but because of present economic problems I can understand why the council is considering the plan.
- If people cannot pay 48 weeks rent how will they pay 52!? Christmas will always come first if they have got kids.
- Don't agree with it, don't think everyone should lose out! Working class people are always hit hard it's very unfair. Personally we pay full rent and council tax, for a family of 5 the rent free weeks really matter to us and actually help a lot! very disappointed.
- I don't understand why the majority should be held responsible for the minority and have to pay?
- No because you don't get free weeks renting from other sources.
- Why should we have to suffer who don't get universal credit?
- People won't pay their rent if it is put into their bank to pay themselves.
- The free weeks at Christmas helps out a bit.
- Don't see why we have to suffer for other people.
- Don't agree that we should have to suffer for other people. Except get rid of Tory government.
- I would rather carry on paying more throughout the year, Christmas is nice to have rent free weeks for those who aren't on benefits, I would also like an online account so I could log on and look at my rent details.
- I and others have been made aware of the way universal credit runs its business eg people not receiving payments to pay rent etc for 6 weeks or longer. Recently universal credit is supposed to have bridged the gap. It's stated that until people receive their money they are supposed to foot the bill themselves and many are in great debt. It begs the question why do this especially now when there is such poverty about for many? I don't have any confidence in this happening and I am deeply concerned about going into debt myself at my age. Who does the council tax go to as that has not been mentioned? Have we now two masters or three with having to pay straight to the water board and what do we pay them on a weekly basis? All very worrying!
- I assume the weekly rent will decrease proportionately.
- I do not get any benefit and always pay my rent in full 4 weeks at a time. I appreciate getting the odd free week and know that those on benefits need to learn to budget but that penalises me.
- Not much we can do about it really.
- With the introduction of universal credit for all benefit claimants the proposal to switch to a 52 week rent year must go ahead.
- Why should people who pay their rent on time be victimised for people who don't pay their rent. It is so unfair.
- Don't think it is fair that we have to subsidise people who are on benefits. It has been years just paying 48 weeks, don't see why it should change now
- How am I going to pay rent if the office is closed i.e. easter and xmas?
- Does this mean our rent will be reduced each week to compensate for the 52 week rent year?
- People like myself who don't claim the benefits on their rent should be left alone and get the 4 weeks free.
- It's the council that is gaining not the tenants.
- I would struggle.
- I want 48 weeks left alone
- Think council have had enough out of us guys who pay full rent. We hardly ask council for anything.

#### Q4: Do you have any comments about the proposal to switch to a 52 week rent year?

- Why change to 52 weeks? It's becoming more confusing to elderly people.
- I do not agree to the 52 week increase.
- Not everyone is on benefits making it unfair to people that actually pay rent.
- The only people this will benefit is the council raking money in from the working classes who rely on the 48 week period so that they can have a break from paying rent so they can give children a happy break whether it is Christmas or autumn time when spare cash can be spent on the family for a change. We feel like the working class are being punished for working while the council are lining their pockets.
- I have never claimed any benefit payments. You state that tenants will be responsible to pay their rent, I have been doing this over the last 50 years and will continue to do so in the future. If you think changing from 49 to 52 weeks will get those on universal credit to pay their rent you are sadly out of touch. I have been in this village way to long and I know what a lot of people will do as soon as they receive their payments, so I do not agree with the change.
- I'm not at all happy about these changes.
- It would be nice to stay on 48 week as it may cause hardship to some other people around Christmas time.
- Do we still have what we pay taken out of the bank, want to keep it like it is, direct debit.
- I prefer things the way they are.
- No because we will not have any free rent weeks
- It's not satisfactory to me because I look forward to the rent free weeks at Christmas.
- Don't agree with it
- The free rents helped for a break or treat helped to buy clothes
- Worried about rent arrears.
- I think it's disgusting trying to get even more money from people who struggle to pay what is required already.
- Yeah it stinks.
- I am a carer for my mentally ill sister and I have more than enough to worry about.
- I am on state pension not universal credit. I prefer 4 rent free weeks especially at the holiday times.
- It won't feel like Xmas without the free rent and you need something to look forward to. 52 weeks is like a prison sentence.
- It is wrong
- This is absolutely no good will factor been taken out by hard line Tory government who wants to take blood out of a stone which us poor people. They get a taxi from 200 yards away from House of parliament paid by tax payers but take something which was a Christmas and Easter goodwill for low earners. Shameful act of Tory party.
- As long as I can keep a check and keep up with paying.
- I would just like to say I think that the four weeks free rent just gives people a bit of a break, mostly those on low incomes and perhaps put that money to other needs.

#### Agree / no strong opinion / no impact anticipated

- It doesn't really matter much to me, it doesn't make any difference.
- No it's all been explained in full.
- None - insofar unaffected.
- As long as I can keep a check and keep up with paying.
- Not at all it will make no difference to us at all.
- Paid monthly so no concerns
- It makes sense as it's still the same amount to pay yearly.
- Not really, things have to change.
- The same amount of money is paid whether over 48 or 52 weeks so I can see no problems with that.
- Already pay by direct debit
- If it works out about the same money-wise ok.
- I already pay by monthly direct debit.
- This change makes sense as long as payments are adjusted.
- As the change does not affect our annual rent I see it makes sense.

#### Q4: Do you have any comments about the proposal to switch to a 52 week rent year?

- Should work out better for those going onto universal credit to balance their bills.
- We understand the reason why!
- I think this is an excellent idea now that rents are getting higher and many people are on very limited amounts of incoming revenue to spend.
- No because over the year it will work out the same.
- It makes it easier to understand and work out.
- When this happens it will be better to manage than previous set up. Less confusing must say.
- It seems a logical choice.
- I have no problem paying rent over 52 weeks providing there is a rent decrease as per the proposal as we don't claim housing benefit.
- Switching to 52 week rent year is good.
- I think it is an excellent idea. Always found it confusing before and will help everyone budget better, in receipt of universal credit or not.
- Not worried about that as still paying the same amount over the year.
- If it continues to be paid by direct debit from my bank it won't make a great deal of difference. Does this mean we won't have any free weeks?
- Fine with me.
- Fine
- It makes no difference I shall still pay the same amount each year.
- I understand why with everyone going on universal credit which I am already on with your rent being paid to you every month even when the free rent weeks occurred.
- It's nice to have some rent free weeks but can understand it would be difficult when universal credit comes in. So in a way it could help people in difficult circumstances. But with a 48 week it was nice to have a bit of extra money at times.
- Only if it causes me a problem
- My rent is paid monthly
- As long as we are not out of more money, we are fine
- Better, helps budgeting.
- No change in rent paid each year so why complain. Water rates remain the same too.
- Providing we will not have to pay more as you have said then I do not have a problem with this proposal.
- Agree
- I think the changes are beneficial to all concerned.
- It shouldn't have to make any difference because the amount of rent to be paid is still the same
- Well no, it all gets worked out in the year.
- No problem providing my rent does not go into arrears.
- I don't mind at all whatever you think is best.
- It's okay, it's government forced.

#### Queries or incomplete understanding of proposal / specific queries / alternative suggestions

- Do not understand how this will affect me financially.
- The only concern I have is rent arrears that may occur through no fault of my own due to universal credit.
- It seems ok. I just don't understand how this will work. There's many stories about tenants owing rent due to delays in universal credit. I feel very worried if payments for rent didn't arrive on time thus sending me into rent arrears.
- Not at all easy for all to understand. What is universal credit does not go ahead?
- By switching to 52 week rent year will this spread the cost and make it cheaper per week?
- It's ridiculous that the employed have to change. Also it's coincidental that it is on November 17 so I won't get my 2 free weeks in December. You should change it when the council tax bills come out! I therefore must be in credit!
- I agree to 51 weeks rent, just 1 week at Christmas.

#### Q4: Do you have any comments about the proposal to switch to a 52 week rent year?

- Will everything stay the same as before and do we still have the same rent free weeks as usual?
- We prefer to stay as we are.
- This will put me under financial strain.
- Rent free periods are a welcome break - especially at festive periods. Sub-contract workers will not get any wages during these periods.
- My concern about changing to a 52 week rent year is that next year the rents will be increased and we will end up paying more.
- I like to pay 4 weekly so it makes no difference.
- No unless my bank is not aware of such changes and amends my direct debit?
- We would be more than happy to pay for 52 weeks rather than 48 if it meant mum could have her repairs etc done as they are now.
- Need a more detailed reason why
- Can I still pay my rent weekly.
- Yes. As before I assume rent will decrease as we are paying 4 extra rent weeks??
- Will the rent be altered accordingly with the weeks being extended?
- Why can't the council continue to charge the rent over 48 weeks?
- How will this affect what rent we pay a month. Surely it will decrease if spread over 52 weeks instead of 48?
- When does it start, this year or next?
- I don't agree. But 50 week rent year wouldn't be as bad and to have Christmas and new year rent free as it would help a lot of people close to Christmas.
- I am on benefit but not on universal credit yet and rather when it comes into force to have a way for the rent to be paid to the council, I know I will mess up if it's paid to me.
- When will mine start? I'm on ESA. Give people a rent card to pay at a paypoint or post office as well as in office or direct debit. And make sure people get discrepancy fund for arrears.
- Does it affect my direct debit?
- What about council tax, do we pay the same way as now?
- Does this mean that we do not get free rent weeks anymore? Is it to help people with universal credit because we used to get 2 weeks free near Christmas to help us at Christmas, doesn't that apply anymore?
- Could you please confirm my situation as a pensioner, my 4 weeks free rent.
- I presume payments can be made by direct debit, is this still the case?
- Is this change just for people on universal credit? For us that do work and get paid monthly this will be a pain. I pay 4 weeks rent every month. These changes would mean a 5 week payment every 3 months.

#### Comments about negative impact on certain groups

- You're penalising people that work. You're quick at sending letters when you miss a week's rent.
- Yes why should people who pay their rent on time be penalised for those who do not?
- To me, impractical, I am paying 52 weeks rent as the so called rent free has been adjusted to make my rent per week £84.63 so there is nothing called rent free to me. If I will agree then my rent per week has to be £78.12 ( $84.63 \times 48 / 52 = £78.12$ )
- Yes, don't understand why full paying rent tenants have to change.
- I think it should stay the same as it can confuse a lot of people also people who don't understand
- This is unfair to people/families have to pay an extra four weeks rent due to so many not working. I myself pay full rent, those four weeks helped us manage other things.
- I think people who are already in work should not be affected by this change and should still continue to receive four rent free weeks. We should be giving more encouragement to people who are not in work and this is not a good example to them.
- I, as do most pensioners, look forward to the rent free weeks. I only pay council tax so not to worry.
- Will people on ESA still have housing/council tax benefit paid?
- Again, working people (not on benefits) are penalised. I personally prefer to keep the rent free weeks, extra money at Christmas and holiday times. We never get taken into consideration.
- For those not on benefits and paying for rent etc they lose their 4 weeks free rent. Are there any proposals to compensate us and reduce overall rent??



#### Q4: Do you have any comments about the proposal to switch to a 52 week rent year?

- The switch should only apply to those on universal credit. This switch should not apply to all tenants.
- Shame law-abiding tenants have to change for non-payers

#### Concerns about payments, arrears, debt

- People will get into debt.
- No only with the government disaster over universal credit, which means debt inflicted on the individual through no fault of their own.
- I strongly disagree with the proposal to switch to a 52 week rent, us hard working people who pay rent on time and are not in arrears look forward to our rent free weeks to help with our bills. Cost of living is increasing fast and it is harder each week to pay our bills, but food on the table and clothes on our backs. So we look forward to our free rent weeks to help us out, why should we be penalised for others in arrears or on housing benefits for this change.
- Not only that once the change on benefits happens, do we get time to pay our rent once we get the new benefit as not everyone can afford the rent until we get the new benefits.
- I understand the reason behind it which is to accommodate universal credit. I am against universal credit being introduced but understand the council has no choice. The two free rent weeks around Christmas, a lot of people rely on them to get them through xmas. This change will create it's own problems!!!
- If universal credit is paid six weeks in arrears then people will still be behind.
- This is going to cause more hardship for people on benefits, especially when universal credit comes into force, can see the reason why you want to go to 52 weeks, but still don't agree.
- Due to me always paying my rent and being in front with payments, plus I always pay a bit extra to ensure I pay my Council Tax as well. I think my water rates were included in my rent but when the changes begin I will pay my rent to the council then pay my water direct to Severn Trent.
- I know you will pay less but I think people would like the free rent weeks to look forward to each year at Christmas.
- As I do not claim any benefits at all I look forward to the rent free weeks as they help me to buy the things I need without going into debt.
- Only that low income families find that at Christmas when money is tight the two rent free weeks helped them out.
- I would rather pay the current rent, have four weeks rent free. This will be a help to me, especially at Christmas.
- It will cause some confusion for the first year, people on universal credit will probably still be in arrears anyway.
- Why should we have to pay an extra four weeks rent and still have to pay for repairs.
- I disagree with the proposed switch. The rent free weeks we have now helped budget for holidays etc.
- I see the proposal to 52 weeks as just another way for the Council to extract more money from tenants. My benefits are already paid in arrears so why should I have to be paid more in arrears? This proposal will get myself and most tenants into debt.
- As a "jam" just about managing by switching to a 52 week rent year will make Christmas a difficult time for us. We rely on the rent money to be able to afford any extras and presents. We work hard all year with hardly any extra at the end of each month to be able to budget for Christmas.
- It won't matter how many weeks rent is charged some people will still not pay rent on time as UC means many will be worse off.
- When you are a pensioner on a fixed income having these free weeks at holiday time gives you a little extra to play with for a bit more food which is nice not to have to watch your cash.
- Where would I get money to keep paying full rent when my benefits would be stopped? All I would achieve by this is debt.
- This is absolutely no good will factor been taken out by hard line Tory government who wants to take blood out of a stone which us poor people. They get a taxi from 200 yards away from House of parliament paid by tax payers but take something which was a Christmas and Easter goodwill for low earners. Shameful act of Tory party.
- What are we getting in return for losing 4 rent free weeks?
- It's very nice to have the free rent system.

Q4: Do you have any comments about the proposal to switch to a 52 week rent year?

- I am a single mum with not much money
- It will affect me financially.

Other

- Why?
- Although my husband is receiving ESA and PIP due to him being unable to work, he had a stroke on 23rd October 2016 and cannot use his left arm. and left leg, we have not claimed any housing benefits because we have money from the sale of our house, we will carry on paying the full amount of rent.
- I pay my rent.
- We are not on universal credit.
- Please stop sending correspondence out on highest quality paper eg this form. Keep costs down.
- It should be optional like Council tax can be 12 months if you request it.

## Q6a: Any other reasons why the proposed changes to repairs and maintenance arrangements would cause you concern or difficulties

### Q6a: Any other reasons why the proposed changes to repairs and maintenance arrangements would cause you concern or difficulties?

#### Concerns in relation to age, health and disability

- In my 98th year
- I have arthritis of the spine which impedes my mobility. I am only receiving pension credit so my income is very low.
- I am 72 this year and cannot change the lighting which I have.
- I have cancer, also have eye problems and don't see very well.
- I am deaf and partially sighted and this would mean extra costs to me which i might find hard to afford due to my limited income and inability to see things clearly. I rely on the council for this.
- Disabled and all would cause stress.
- OAP
- Kidney problems, heart problems, on kidney dialysis.
- I am 95 years old and unable to do any repairs.
- 88 year old disabled widow, unable to do anything without carers, consider my welfare/safety will be compromised.
- Mobility issue and age.
- At my age, do not like change
- Partially sighted, osteoarthritis
- Only if the disabled tenant was on their own (i.e. partner/carer unavailable at some point eg hospital admission)
- Mental health
- I think the elderly and disabled would not be able to do the repairs and would be concerned about who to ask and price.
- Various health problems.
- Arthritis
- I am 100 years old and struggle with hearing and walking
- I am on my own and have been surprised to find that decisions, responsibility etc becomes harder as I get older.
- I am not in great health and disability makes a lot of things hard for me to do.
- Because to elderly to do it herself, lives alone.
- My wife and I are old age pensioners and would be unable to do any repairs due to old age disabilities such as poor eyesight and movement.
- My disability and health give me concerns
- How does it affect an OAP on basic state pension with physical complications, who suffers anxiety, loneliness and isolation, which becomes more pronounced every year that passes.
- I suffer from spondylosis, I do not have the physical mobility to bend, stretch as required for this type of activity.
- I have learning difficulties, reading and writing, don't understand very well and I have some fits sometimes.
- I'm also too old and weak, so is my wife. Is there to be an advice department for tenants?
- We are pensioners
- Older tenants, who aren't capable, to do it themselves.
- Have a hearing difficulty and am not capable of doing repairs or arranging for any other person to do so.
- I am turned 80
- I am disabled and on a low income job, it will be hard to repair things.
- OAPs having to possibly climb to carry out repairs is likely to result in falls and injuries.
- Due to my age and health problems I would struggle
- I live on my own at 83 years old. It's too much to do.

**Q6a: Any other reasons why the proposed changes to repairs and maintenance arrangements would cause you concern or difficulties?**

- I have no problem at the moment because my husband is alive and well, but if on my own I would have concerns. I don't think you've given much thought to how elderly and disabled would cope.
- Learning disabilities and don't understand how to do stuff.
- Retired
- As a disabled pensioner these give me great concern. How are OAPs to carry out/pay for them? Disgusting.
- Due to my health and mobility and disabled son with limited capability some jobs would be beyond us.
- How can disabled or pensioners do their own repairs?
- I am 75 years of age.
- I am disabled
- Just having disabilities and having to wait all that time for repairs could lead to my health deteriorating.
- I am disabled and live alone so would be very worried if there were no repairs available.
- Because I'm an 81 year old woman living alone. My son who would help lives in Germany.
- I have damage to my neck and base on my spine, both hips and I also suffer with chronic fatigue syndrome.
- Age being the main worry about not being able to do things.
- Cannot physically do some jobs and have no one to do it for me.
- We have difficulty climbing steps due to disability.
- We have difficulty climbing steps and have to rely on family to replace bulbs.
- At my age I don't want extra responsibilities.
- 76 year old lady with disabilities.
- Changing a fluorescent tube is impossible for a single 64 year old with osteo-arthritis.
- Our mum has Lewy body dementia so couldn't carry out these repairs.
- We do a lot of repairs already but age and health has curtailed us quite a lot.
- I don't think old age pensioners should be expected to do repairs or pay for them.
- I'm in cancer remission and my partner is severely disabled.
- Cannot climb steps.
- Age
- Dementia and old age
- I am a type 1 diabetic so there are certain things I cannot do eg climbing.
- The age I am (73) and being disabled, and my partner is disabled too, I'm not against having certain things as our responsibility but it's being able to do them and the cost involved to pay someone.
- Wheelchair, bad legs, broken back and COPD
- I am 72 years old in January and would find it very difficult with the electrical repairs, getting up ladders etc also doing the pressure myself on the boiler as it is in a difficult place
- Tenant and spouse over 70
- It's too much now we are getting older and frail.
- I am 74 years old, my health is not good. I am partially sighted, just get my pension.

Concerns in relation to affordability

- Reading all this has now worried me and yes I would struggle with the cost and lack of knowledge.
- If Q7 (pay for repairs service) is put in place then fine, but would still be concerned about cost
- You will find that tenants will miss their rent so they have money to pay for jobs to be done.
- Health and inability is a concern but the council has stated it will take these things into account. Cost would be a concern for us if we had to pay for anything.
- Lone parent shouldn't have to pay. We pay rent that's what it's for.
- I am a council tenant, I rent because I can't afford to do repairs, I am not a DIY expert.
- If repair costs are reasonable
- I am in full time education. I am not financially sound.
- I couldn't afford to do any repairs to my flat as my ESA has had £30 a month reduced from it because I've been put into a back to work group. I'm not going to get any better health wise.
- I live alone and it is a constant struggle financially let alone paying for repairs, surely we are not

**Q6a: Any other reasons why the proposed changes to repairs and maintenance arrangements would cause you concern or difficulties?**

- responsible as tenants for fixtures and fittings of a property, only if they were broken by neglect.
- You are going to charge the same rent for less cover or work.
- A lone parent and cost issues
- We pay enough rent - keep other costs down by not sending newsletters etc.
- On benefits, it takes out of my kids mouths
- Depending on the price, if it's expensive can we afford it, if not what happens then?
- I have no support to help me make repairs and financially unable to pay anyone.
- Would have to pay for extra repairs to be done.
- Extra cost, council's responsibility. Will be even more difficult to get council to make minor/non urgent repairs.
- I fear this would work out more costly should I require repairs as I do not have the ability to do them myself.
- I am on benefits and state pension and would be unable to pay for any repairs.
- Pension reliant so on a very limited income.
- Already do many of the things, bleeding radiators, bulbs small cracks in plaster etc. But other things like repairing paths, boundary fences etc would cause problems financially.
- Personally think this is unfair as we are getting less for our money. The weekly rent has got higher and now you are proposing to remove the rent free weeks and for us to pay our own repairs.
- I am single Mum with not much money.

Concerns in relation to time

- I am a full time carer for a family member and my husband is away in the week for work. I also suffer ill health.
- I have four children, am a single mother and a full time carer. I also have M.E. and I don't have time to do repairs.

Concerns in relation to lack of skills / knowledge / access to tools

- My husband died on 19/6/17 so I'm on my own. I would find it difficult to do any repairs myself or have to pay as I have a very low income.
- Re-pressurising the boiler could cause a lot of problems and may be dangerous.
- May not know what is wrong with kitchen and bathroom lights and are too high for older people to be safe using steps and working on them.
- Not having the tools to undertake repairs.
- I am an OAP and would not be capable of certain jobs, paying for DIY jobs would depend on the cost.
- I am an OAP and could not do any of the repairs.
- As I am a woman in my sixties and live alone I would be concerned as to how these repairs would be done. I do not have any family that could help and I am not confident enough to do them myself.
- As regards bathroom - non-standard fittings only, all else perfectly understood and accepted.
- We would not know how to do a repair that's why we leave it to the council to do them.
- Some minor repairs could cause problems and lead to major difficulties if the tenant is not properly instructed.
- I cannot climb for high up things.
- We cannot get to the stop tap - it is behind the washing machine. Don't know how to replace batteries in heating controls.
- Housebound with 4 carer visits per day, would have to rely on family to perform repairs etc.
- I certainly think this is a disgraceful idea, a lot of tenants do not have the knowledge in electrics or plumbing to do it themselves and especially the elderly, it would be a health and safety issue.
- I am a single parent and sorting the pressure on the boiler etc is not something I would feel comfortable doing.
- Some bathroom lightbulbs can be difficult to obtain and fit.
- I am a young woman on my own and have never done any DIY.
- Would not know where to start or afford to buy parts, nor do we know any one qualified to carry out

**Q6a: Any other reasons why the proposed changes to repairs and maintenance arrangements would cause you concern or difficulties?**

repairs.

- I live by myself. I am a pensioner. I would be willing to always pay for any repairs to be carried out.
- I have severe mental health issues which includes severe paranoia. The proposed change to re-pressurising combi boilers causes me particular anxiety, how to do it and if it is correctly done.
- We, my husband and I, are both unable to safely climb a step ladder to reach the light fittings in the bathroom which we have been told are not standard fittings and the Council have to do this.
- Shower tray and waste drainage. Trap to sink and basin damaged, needs replacing.
- I am no builder and plumber and electrician and woodwork.
- Not any good on doing repairs to the Council property
- Dangerous if not done properly - if folk can't afford to pay a tradesman, injuries could occur.
- I am 92 with various health and mobility problems, things like changing light bulbs (apart from the bathroom light which the council fitted) is ok but nothing to do with pilot lights and resetting boilers
- I do not know about electrics, plumbing etc plus not well enough if I did.
- Putting them right if done ourselves could end up costing the council more money.
- I am a woman who lives alone, not very DIY. Not sure what my benefit will be when changed to universal credit.
- If you have to re-pressurise your boiler I would sooner have somebody who knows how to do it.
- It would cause a lot of people distress.
- Lighting, boiler and generally reaching things.
- How can we change bulbs fitted by council in bathroom if they are unobtainable?
- Basically just the boiler.
- Concern with pressurising boiler, the council has done this in the past as we have had problems.
- I wouldn't like to mess with my gas boiler.
- Can change light bulb but not bathroom one. No clue on electrics.
- I have no knowledge or skills for some repairs.
- Having time to do repairs with me working and contacting people to do them for me.
- I am not sure how to repressurise a boiler or relight the pilot light.
- Sometimes you can't buy the same bulb or change batteries in alarms as you can't get them from normal shops.
- I live on my own and I am 89 years old, I have no family around me so I can't call on anyone to help. I don't agree with paying unless it is caused by the tenant.
- I live alone and have no relatives to help.
- I would not feel confident making any adjustments to my central heating boiler.
- Find it difficult to change the kitchen light due to fear of heights and fear of falling due to having brittle bones
- You can't buy the light bulbs used by the council in DIY shops, they are very expensive.
- The property belongs to the Council. Repairs are not the tenant's responsibility. As a tenant I have paid thousands of pounds on home improvements in the garden and on decor already.
- For example I am unable to replace my new light in the kitchen (I was told the council would do), I'm not sure what repairs I would have to carry out ie changing washer on a tap, I have arthritis.
- I wouldn't know what to do and how to deal with repairs.
- Surely it is landlord's duty to keep tenants safe by carrying out repairs to a recognised safe standard.

Concerns about finding reliable tradespeople

- Finding reliable tradespeople for small repair jobs is almost impossible.
- Being 92 years of age and living in council property all my life the change would mean me finding a trader to do my work or my family having to use their time to do it.
- I would have to pay a professional person to do the job.
- I will have to get people in. I am worried about the cost and being taken advantage of. I am elderly and disabled and have enough trouble making ends meet.
- Not everyone has someone who can do jobs for them.

### Other comments

- Sounds like the council are going to repair all the important major repairs. If it's something you've broken on your own doing then yes people should look after things and be stricter with children.
- After paying rent for 40 years I think it's disgusting to ask.
- As my husband and I are getting older we don't like changes which can make life difficult.
- Leave the same as always.
- Responsibility.
- If I was given adequate time of repairs etc ok, as I have had a stroke a few years ago and I am recovering from a cancer op.
- Council properties should be repaired by the council in rented properties, not by the tenants.
- It would cause confusion.
- I always do my own.
- I always try to maintain my home myself, to the best of my ability, I have osteo in my spinal cord.
- That is your job
- Repair responsibilities should be down to the Council
- We live in a block of flats, if we start sorting jobs out ourselves like the ceiling, there's a possibility we'll cause damage to upstairs. Also, the drains, does this mean we go to all the flats.
- My bungalow has got a lot of subsidence would I have to pay that myself.
- Paid for all repairs on my property until 2011 then asked council to do, fitted cheap shower, had to go out and buy one.
- As a landlord it should be your responsibility to do repairs not ours. If we wanted the responsibility we would buy a property!
- Single parent
- I don't have my husband anymore who would rather do the repairs himself.
- I am not badly disabled just have to have a stick to help me walking, if it was a big repair I know the council would do it for me
- Depends what it is to repair.
- This is fine as long as everything does not get blamed on the tenants.
- I have an 8 month baby
- Legal definition of 'repair', amongst others, indivisible by lawmaker into 'minor' or 'major'.

## Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?

Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?

### Comments stating preference for current arrangements

- What's wrong with what we've got now?
- I am happy for the council to do any maintenance and repairs, would like it to be the same service.
- At the moment the repairs and maintenance service is very good with no problems.
- The system is working and should stay as it is, we cannot afford to maintain a house which is why we are renting.
- All repairs from council must be maintained.
- Yes, keep the status quo. Rents rise every year and yet wages do not. Find ways to cut costs such as no pointless newsletters on premium paper. Nobody I know reads them.
- Keep everything the same, so many people are not for this, especially when they have been a tenant for years.
- I thought that in rented accommodation it was the landlord's responsibility to do repairs unless the tenant caused the damage.
- The council has told me in the past not to do any repairs to my home myself.
- I've always been satisfied with the system as it is now.
- Why change things when the appointment system is working already? I think 30 days is too long to wait for a repair.
- Poor decision
- The changes are too severe.
- Overall an ill thought out proposal.
- I would like it to stay as it's always been.
- This is a perfect example of 'abuse of discretion. 2. Council welching fail to honour obligations. 3. Case Law- Regina v Tower Hamlets LBC 1988. Viewpoints - social blunder faux-pas. 1. Show housing Manager's false step.2. Council in despair - up the creek 3. Erudition by target language.

### Concerns about timeliness / urgent repairs and outstanding repairs

- Depending on repair and how urgent. Path reported still needs doing.
- Sometimes it is weeks before someone comes to see the reason i.e. hand rail in the front, I haven't seen anyone or had a letter about this since it was inspected in May. I have referred this to councillors who called on 21/10/17. The posts are rotting. Also a sprinkler in the kitchen needs attending.
- You should not wait till 30 days to get your repairs done, you should get seven days to do the repairs.
- The repair service depends on the amount that would be charged. 30 days for repairs can be a long time depending on what wants repairing.
- Should be done sooner than 30 days.
- Although I have said yes to routine repairs being carried out within 30 days, some repairs if not dealt with can turn out to be major. Hope the council will still respond to a call and make a decision as to whether the repair is routine or needs urgent attention.
- 30 days is a long time to wait for any repairs to be done.
- Just depends on what repair it is, some need doing before 30 days.
- Why have I waited 2 years to have my windows sorted from condensation? They were measured but never changed.
- Some repairs need attention before the 30 day period.
- Usually if I request a repair it's because it needs to be done. Having to wait 30 days seems a very long time. Being disabled and having numerous health issues.
- Small repairs become big if left too long.
- I think an appointment system is a good idea as we do not have to stay in 24/7 wondering when the repairs are going to be done.



**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

- What do you class as an urgent repair?
- Getting repairs done quicker will be better.
- Hard to answer as we have always had a great response time and work done within the 30 days.
- As a carer, extending the time to 30 days could cause complication if we needed council assistance.
- Repairs should be done as soon as we phone up. We pay the rent then it is your responsibility to maintain the houses. I can see the houses becoming a mess as people won't do the repairs.
- If it means not waiting a year for the roof to be repaired like we had to.
- It is ok as it is. A few weeks ago my boiler stopped working. It was only the on/off switch which took 5 minutes to fix. In future will I have to wait 30 days for heating and hot water?
- Repairs get reported about rain water in our front doorway coming off the guttering. Must be about two months ago, not heard anything.
- Yes I can do some repairs myself but more serious ones should be done by the council and more quickly, not having to wait 30 days.
- I have had problems getting a repair done to the water pipes at our property for some months now, so I don't expect any changes there.
- Waiting on a 30 day period for repairs is rubbish. Making an appointment to suit the tenant is good but the timescale is bad if you have a leak or electricity is out and we have to wait.
- 30 days is unacceptable I feel the time to repair should be based on what is priority. For instance sending numerous inspectors to view a front door before repairing when the front door didn't lock properly is unacceptable. This resulted in calling the emergency repair line as the door wouldn't even close.
- I am still waiting for repairs to my kitchen floor and living room window to be completed and have been waiting over a year so not sure you would be able to stick to agreed times.
- Council too slow to respond!
- At this moment in time I've been waiting for a few repairs to be done, and nobody has come out or been in touch, will this still happen, and will my repairs I've been waiting to get done still happen?
- Repairs need doing as soon as possible after reporting them. If not the fault could get worse and therefore could cost more to repair if left a long time.
- The length of time given for repairs depends on the urgency of what the repair is.
- I reported condensation in my double glazing over 5 months ago, this matter has still not been looked at so I concerned you will not meet a 30 day target.
- What length of time before no urgent repairs are carried out? I have been waiting three and a half years to get my window repaired. Three times they have been and measured it, but no repairs. This is a waste of time and money.
- As long as emergency repairs continue to be carried out within 24 hours and priority repairs are historical time frame we should easily adapt to the new system.
- 30 days without heat or light (or potentially) a shower is too long.
- Sometimes it takes months or years for a repair to be done, or it doesn't get done (eg radiators not working).
- They could be better at repairs, I am still waiting for some repairs and have been waiting for two months for a fire in my home.
- We are expected to pay our rent/council tax promptly so we should therefore get our repairs done in the same prompt manner.
- I do a lot of repairs and you have to wait for repairs anyway so not a lot of change.
- Give a certain time to people who want repairs done.
- All repairs are an emergency
- I have been waiting to have repairs done to my outside wall on the house for an eternity. Two inspectors have been but no response.
- It already takes a long time now, so it will be longer in future, not good.
- I have been waiting for six months to have two locks repaired on the side door.
- Still waiting one year later to have jobs done
- All repairs should be with an appointment.
- Still waiting to hear about repairs to my windows since 6th feb 2017. Rang several times, still not been done!! Most recently rang 10/10/17, said someone would get back to me - still not heard anything!

**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

- As long as you would give a time when you could come and fix it i.e. morning or afternoon.
- I'm not sure what the time was before for a repair to be finished. I reported the asbestos in my house at the start of the year after it was missed...twice! Still hasn't been sorted.
- I am the only bungalow along our street who has not had a new kitchen. It was "fixed" when we moved in about 10 years ago and I have had to have drawer fronts stuck on and cupboard shelves almost cemented over the years.
- I have been waiting 1 year for ceiling to be repaired as there was a burst pipe and it brought down a good part of the ceiling damaging the cooker which I have replaced. The ceiling isn't hurting anything but it has been a year.
- I am still waiting on my kitchen and bathroom refurb.
- You are not considering the age of your tenants, some repairs can't wait 30 days.
- I feel that for some repairs that are considered routine the wait is too long.
- If the repair means that I would have to wait longer to use something then it could be detrimental to mine and my spouse's wellbeing.
- As long as the job is done in a reasonable time that's all that matters.
- Some repairs are urgent especially when you have disabilities like needing hot water/ heating for health reasons.
- If a repair is needed it should be done as soon as possible not done when the council deem what risk it is.
- Depends on the repair, 30 days is quite a while to wait for something to be repaired. Don't have much luck personally with council repairs, reported my front door in June/July time, still waiting for an inspector to look at it.
- I've been waiting 3 years for my gutter to be repaired. Drips straight down in front of the front window and makes the wall damp.
- If using other services you need a quote before the job is done. Obviously time scale for the job depends on the urgency of the job.
- You are not doing the job now, so I expect it get worse. You can't even keep the estates clean, except around the main roads.
- 30 days is too long.
- To offer later appointments as I don't finish work until 6pm.
- Some repairs need to be done quickly for some people as a necessity, Disabled people cannot do their own repairs easily. Also climbing to change light bulbs is awkward and dangerous for some people.
- I suppose if we paid for repairs would we have to wait 30 days?
- I feel that for elderly tenants 30 days is too long to wait for repairs.
- Sometimes we have cancelled appointments for the repairs team and they do not come.
- I think you need to understand that we are not well and my husband is 80 year old in Jan, neither can climb to do repair work or bend to do the same. My kitchen floor is in a bad state of repair. Inspectors have seen it many times and done nothing. Walls are damp but inspectors just make excuses.
- It looks like the council is trying to sell insurance to cover it's own responsibilities. It looks like privatising the council service. 30 days is too long to wait for a repair.
- Well it took from May until 27/10/17 for my repair so 30 days would be a bonus.
- You can't say or judge from a phone call. You can't even sort existing problems out, inspector basically fobs you off with excuses.
- Evidently this is because the current time scales are not being met. You state that routine repairs will be downgraded to a 30 day timescale. According to your paperwork this is not the case, as some urgent repairs and priority repairs are being vastly downgraded also. Will a repairs service be value for money for the tenant? Or a profit maker for CBC?
- So much depends on the urgency of the problem.
- Some repairs will be ok making response time longer but some need to be done quicker. This process must have some agreement on both sides.
- I have been waiting months for window replacement in the kitchen and bathroom, pools of water on sills. Front door is swelling because of water inside so making it ill fitting, it is so cold.
- 30 day appointments can be very difficult to commit to if people have work/employment commitments.
- I have been used to such excellent service from repairs during my 13 years tenancy. 30 days seems

**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

like a long time to wait.

- It would have to depend how much we had to pay for repairs at the time and what repair it was as neither me or my sister are very tall and we possibly wouldn't be able to reach it anyway.
- But what if the repair is an emergency
- The 30 days is ok depending on the repair. As far as the cost is concerned it depends how much it will be as I am a pensioner on pension credit.
- Some repairs I feel should be carried out asap eg first floor flat - no lock on window - 2 kids who can open it!
- 30 days is far too long to wait depending on the deterioration of the repair in waiting too long.
- Maybe yes, depends on how urgent the repair needs doing.
- I am concerned if the repair is urgent 30 days is too long.

**Comments about responsibility for repairs**

- Most council houses already have outstanding repairs and this means everything becomes the tenants responsibility. In private sector rentals repairs are the responsibility of the landlord!
- As we don't damage our home and look after it to the best of our abilities I will not be held financially responsible for repairs that is partly what we pay rent for having never wanted to own our own house for that reason.
- If a repair disturbs something that needs doing afterwards like decorating, the council should do it. If a job's worth doing it should be finished off. It's not the tenant's fault it needs repairing.
- Surely allowing tenants to carry out repairs could cost the council more in the long run. If when a tenant leaves the property and shoddy jobs have been carried out you would have to put this right before allowing another tenant to move in.
- Pay enough in rent, the house belongs to the council so they should pay for repairs. If I wanted to pay for repairs myself I would have bought my own house.
- I thought that was the whole point of living in a council property, if I would have wanted to pay for jobs done I would have bought a property.
- If you are getting 52 weeks rent it must pay for some repairs.
- Repairs should be done by the council. I can't afford to pay for any, as I said I'm on a very low income.
- I think the tenant should be able to expect repairs by the landlord to be included in the rent.
- Repairs and maintenance as a tenant are down to you because as a tenant we pay full rent. Repairs and upkeep are your responsibility.
- The council propose to have tenants pay an extra 4 weeks rent then the tenants have to pay for their own repairs or pay the council to do the work, I thought this was what we paid rent for in the first place. If tenants have to fund their own repairs then rent should fall to cover the cost, it's not just the council who are short of money.
- As landlords, any wear and tear should be fixed at your cost. Any repairs caused from breakages and not looked after then should be tenants responsibility. As stated previously, our property was not up to standard on moving in, how is it fair to then expect us to pick up the bill?
- I understand with repairs, but some things should be your duty. Charging for some repairs seem unfair, when some will struggle with costs.
- It's ridiculous, if tenants have to manage their own repairs and why is this not reflected in rent decrease, same rent but less services - it stinks.
- I understand if tenants or people who don't care cause vandalism but not wear and tear. As these buildings are old which wouldn't be fair.
- Don't really think we should do the repairs especially if it's a big problem.
- We pay our rent as always and on time so council should do repairs.
- The proposal for tenants to sort out their own TV outlet and telephone outlet is I think a little difficult. Fair enough if people have broken it intentionally, it's their responsibility but if not this may be difficult as not every company will sort things out in council properties without your permission.
- I pay rent and I expect the council to maintain my home to a good standard and some of these changes are I feel the council's responsibility. Some are the tenant's responsibility but there will always be tenants who will not maintain their property and these houses will become problems.
- You'll end up with more rundown properties. I have a lot of trouble with my rubbish shower which I will

**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

not be paying to sort myself so it will get left!

- Concerned about toilet flush, handle on a cistern is part of flush, does this mean the council do it? I wouldn't feel able to. Our path is tarmac right round the house, I couldn't repair this. Council should still repair fences/gates as there could be boundary issues.
- I do not know which repairs are my responsibility.
- How do you repressurise a boiler? I'm not a plumber! How do you change a fluorescent tube and starters? Where do you buy them from? Are they expensive? Are they easy to fit? I imagine they aren't. I can't picture myself up a ladder with a great big long thing holding it above my head without some sort of mishap. I always thought I was responsible for silicone seals around bathtubs, windows etc so maybe you could make it the tenants responsibility as it is easy and cheap to do to save yourselves money instead. I'm all for changing your own bulbs plugs and fuses though. I again always thought that was my own responsibility.
- Do not believe in paying for repairs on a council house when I don't own it.
- Why change things about repairs and why should we pay when it's the council's responsibility.
- I don't see why I'd have to replace a sink or bath if it got chipped and was a genuine accident, I can imagine why it's been changed though, but I don't do deliberate damage to property, also having to pay for any damage due to damp, as I have to dry my washing indoors. I daren't peg it out in the neighbourhood I live in, it would probably get stolen, I'm in an upstairs flat.
- There are cracks in one of my bedroom ceilings not cause by myself. What happens if these cracks get worse?
- I doubt many people will read through this pack. Some of the very minor repairs should be done by tenants such as changing a lightbulb which can hardly be called a repair. But in general I feel a vast majority of repairs should be done by the council because the flat is not mine and because of the rent I pay.
- Over the years Council worker have made tenants made feel comfortable by providing repairs to high level and at safely and securely but we may not feel safe by fraudulent repairers. Only Council should carry out this work.
- Yes, if we are renting a property we should not be paying for the repairs as that should be the landlord's responsibility.
- I don't understand why you are considering us paying for our repairs when I thought that was the landlord's responsibility.
- If people pay council tax the council should continue to do repairs for free in their properties.
- Abandoning basic landlord/tenant responsibility we are paying the same rent for less service, unacceptable.

**Concerns / queries about the cost of repairs**

- Once I have paid my bills I have about £25 a week to live on. How do you expect me to pay the maintenance costs?
- How much are the repairs going to cost? What will the Handy Man type service cost be? ( If we have this option ) They are unable to do many things themselves, so would be interested in this service. Will items still be repaired under fair wear and tear without charge? (I have explained there will still be programmed work , kitchen, bathroom, boiler , rewires etc.
- Would there be an option to pay for routine repairs before 30 days?
- Think it's not good because people are not going to pay for any proposed repairs. Therefore the houses are going to become more run down than they are now, making Chesterfield a run-down place. This is what we pay our rent for.
- No mention of the cost of repairs for tenants. Is it based on the going hourly rate plus extra for the inspector etc or is there a set rate?
- If people cannot afford to pay for repairs it maybe ends up making this worse for the person.
- It's not very nice when I'm on disability payments.
- The changes to the repairs and maintenance service will affect not just me, it will affect other council tenants that can't afford to repair their property.
- Having to pay would depend on the cost.
- How can we answer Q7 without knowing what your charges will be? Having set appointments is a good

**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

idea for repairs.

- It would be alright but if the tenant has to keep a tight budget it would mean a tighter hold on the income. So it would be helpful to get help in paying for repairs.
- This is the same, when you are on a fixed income you haven't always got money to spare.
- You are making it difficult for those on a low income and who have health issues to do the work.
- How am I supposed to buy a replacement fluorescent tube, install it and pay for it? I will be 70 in 2018, have no savings and a pension of £152 per week.
- If you make people pay for repairs some properties will suffer.
- We live in Council property because we can't afford not to and being short of money only adds to more distress.
- Paying for the repairs service would depend on the cost.
- The repair service is a good idea provided the prices are reasonable for the repairs being performed.
- Probably can't afford it. As we all have health conditions, some of the repairs we would not manage. Some of them I don't know anything about or understand what they are. These would also come at a high cost to have done.
- Many repairs will not happen because of inability to pay, ineptitude or illnesses. Properties will become increasingly dilapidated and take value off homes. Must be watchful.
- How much would the repairs cost?
- Well I personally could not afford to pay for someone to do any repairs for me and I have health issues.
- I am a pensioner and can't afford to pay for repairs, plus I would have to employ someone to do it which will cost more and give me concerns about security.
- Think twice! CBC run a good service most tenants do not have any spare money!
- Yes council cut out repairs and cut jobs so that tenants pay council make money extra 4 weeks rent and do no repairs.
- It would depend on the cost the council charged for these repairs to know if it would be acceptable.
- What sort of charges would be levied? Would there be a discount for benefit recipients?
- Because the government is making miniscule reductions in our rents you are proposing to recoup this by making us pay for services which should be included. Since becoming a tenant I have seen massive increases in my rent, one occasion being £9 per week! I am not on benefits so I have to find this from my pension. I have seen my weekly rent almost double since i became a tenant.
- What about people that are on pension credit and other benefits, they will find it hard to pay for repairs.
- I'm disabled and with the rent cost why should tenants pay for repairs?
- I think it's disgusting when some people like me pay full rent and council tax and like to keep a nice home.
- Why should we have to pay twice when our rent should cover repairs?
- I don't mind paying for the repairs that you have proposed we should, it's just that I'm 69 and receive pension credit and find it difficult to pay out too much extra money.
- Don't agree paying for any repairs to council property.
- I would pay for the service if it was a reasonable charge as I am on benefits. A lot of people may not be able to do it themselves or be able to pay for the service.
- Are we having to pay for all repairs? Do we have to find the person ourselves?
- I live in a top floor flat, I work, would event tenant in my block have to pay towards the cost if there was an infestation of mice.
- I cannot afford to pay for repairs.
- A lot of people are living on the breadline as it is and cannot afford to do some repairs themselves. They cannot afford heating and food let alone repairs!
- Restricted income and disability and no great knowledge of DIY
- As a single female occupant with low income and ill health issues you are making my life even harder, for someone who is already struggling to pay for food and heating. Where is money for repairs to be found?
- I do think the cost of repairs needs to be carefully thought through by the council so that people on very low income without savings pay less than those who have. I suppose means testing is the answer. I feel it would be unfair if there was a flat rate that people must pay.
- I suffer from disabilities namely loss of limb, arthritis which makes a lot of the proposed changes

**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

extremely difficult or in some instances impossible. This may mean it can become expensive to keep paying the council to do the jobs or add more pressure to family members to complete the work on my behalf.

- I'm in bad health and am struggling to pay for day to day items as it is without paying for other services.
- Would not be able to afford it and would not be capable of doing myself.
- Health and cost are serious worries. Surely rent cost should include repair cost. May start reasonably priced and then increase when implemented. Surely risks include people not doing proper quality repairs, causing problems for next tenant.
- My roof keeps leaking. Apparently shortage of tiles and money. Funny your men putting roofs on at Inkersall!! Don't lie - tell the truth. People accept it a lot better.
- You are not thinking about old people.
- Always have difficulty in getting council out for repairs, tend to sort things ourselves.

**No strong opinion / happy with proposals / compliments about the repairs service**

- I agree with the changes as simple jobs like changing a light bulb is easy to complete (without any health problems) and I wouldn't expect the council to provide a service that wastes money when it can be done yourself.
- We have had a good response with the repairs in the past.
- Yes unless it is an emergency.
- This seems acceptable.
- The repairs and maintenance service as always been very good and everyone who has come helpful and efficient. I try not to send for anyone unless really needed.
- We maintain our home to a high standard so the proposals will not affect us really.
- I think all repairs and maintenance carried out by the council are first class and I don't mind waiting a little longer.
- I have always been more than happy with repairs, service etc
- I've always been happy with CBC's service, even when I've had problems, they have always been sorted out quickly and well.
- I do all small repairs by myself and have done for the last 20 years.
- Usually find no problems with repairs.
- I think personally for me it's a good idea because I take a pride in my home and maintaining it so I don't have a problem with any proposal to the repair service.
- No complaints
- I don't mind using them as long as the job gets done to a high standard.
- We think it's an excellent idea.
- If the repairs service is made affordable I think many tenants would benefit and with being part of council services would create loyalty between landlord and tenant.
- We have very good family and friends who help us with anything we need doing, although if we had to pay the council for something we needed doing we would be willing to do so.
- I have always been satisfied with repairs they have done for me/ Never left any mess, clean good work men. I wouldn't praise them if it wasn't right. Thank you.
- The appointments are a good idea to fit in with work.
- I have always carried out minor repairs myself.
- We are happy with these changes because we look after the property and so therefore do not call the repairs team unless we have to.
- From what I read the council did a lot of stupid maintenance for some tenants. What has changed I have personally been maintaining for years so this part will not affect me or my family at all. What is proposed for the maintenance of a neighbour which overflows onto council property?
- No concerns as long as safety not compromised.
- Seems pretty reasonable for any intelligent person but there are some who either won't bother with jobs or do bodge jobs.
- If it saves money ok but hope no job losses.
- I am buying my flat so the responsibility is mine anyway. Making people pay for their own damage is how it should be.

**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

- No, we have a son in law who can put his hands to anything.
- Most of the changes that have been made, I personally thought we had to do them ourselves anyway so it doesn't make any difference to me.
- As long as you keep electrical and water based repairs no problem. I have always done little repairs.

**Comments about customer service and respect**

- I have reported my light, the bayonet cap had broken so the bulb wouldn't go in, and I had a lot of sarcastic remarks to put up with.
- There is no communication between tenants and council i.e. lost information.
- Don't treat council tenants different to others.
- Whatever is said nobody takes any notice.

**Alternative suggestions / queries**

- I understand that CBC must save as much money as possible. Regards the repairs and maintenance service I propose a 1% increase in rent between April 2018 and April 2020. This would claw back roughly £5 million in funds to carry out repairs which are under proposal to be the tenant's responsibility. I may possibly agree that some minor repairs could be charged to tenants at an affordable rate with different payment options.
- I suggest to save money that confirmation text adequate and obviates the need for formal letters to be sent out.
- Supervise staff to increase efficiency.
- No - suggestion. Rather than tenants paying for repairs why not offer an insurance scheme, say it's £5 a week and repairs carried out without delay for the ones who pay £5 a week.
- It would be acceptable if tenants become the owners in some way.
- If the workmen don't come in the 30 days then the council should pay the tenant more than £10 per day.
- Object to stolen keys having to be paid for by tenant. Also, replacement of broken window or glass cracked being charged to tenant for repayment due to break ins. Re-pressurising of combi boiler should be done by Council without charges to tenant.
- Employ more staff instead of scrimping and cut the pay of the top people in the council, nobody should earn more than the Prime Minister.
- Leave the maintenance service alone if you want to save money sell the Town Hall.
- As long as tenant can change the repair date to fit in with days of work.
- Rather not have had the 1% rent reduction and kept the repairs the same.
- Would like a text when a repair is initially reported.
- Tenants could do simple tasks like turning off water before going away but might have to be shown how initially.
- Will you be sending list and prices of any repairs that could be paid for? I.e. hedge cutting
- So general wear and tear I have to pay. If I repair something do I need to inform the council?
- The repair service pay structure would be reduced for those receiving benefits. Would the cost be told prior to the work being undertaken?
- I think it will make it more difficult for tenants to get minor repairs made. Why not offer the labour and tenants pay for the materials?
- We should have the option to go back to normal light fittings if you are not willing to replace them.
- There doesn't seem to be any considerations given to the old or vulnerable. Tenancy agreement and proposed changes generalised to cover all council properties. Are there any exceptions/additions relating to Sheltered accommodation/care homes etc?
- How about providing a basic DIY how to ... course, whereby all tenants can gain basic knowledge of how to change a fuse, a light bulb, bleed a radiator, refill a heating system when pressure has dropped etc. To be accessed either at local community centres or online or both.
- If I receive damage due to neighbours, who pays?

**Comments about the nature of the repairs**

**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

- I suppose it would depend on the type of repair it was.
- What do you expect us to repair and how do you think we can do it? No list in booklet.
- It depends on if it is gas/electric repair.
- It all depends what repair it is and how much it will cost.
- Some areas may be hard to manage
- It would depend on the type of repair, with regard to repressurising a combi boiler and relighting the pilot light, I would prefer the council to do, I don't like messing with things I don't understand or am wary of. My back gate was at the property when we moved in when it was newly built so I would expect the council to maintain this.
- But it depends on the repair that needs doing eg taps not working right, a leak (water)(other repair), things I think would be acceptable that are none urgent.
- Depending on what the repair is.
- Depends what the problem is if it's an emergency for example what happens then?
- Depends what they will be doing
- Just depends on what the repairs are.
- It depends on type of repair such as water or electric or gas.
- It is dependent on what the repair relates to. My bathroom light is a sealed unit, I am therefore unable to change the bulb so who would be responsible if that blows?
- Depends on item to be fixed.
- Depends how big the repairs will be. I tried doing small repairs independently, all larger problems. I reported them to the council. All people should care about home in which they live.
- All small repairs I do myself.

**Comments about the quality of repairs/products/ deterioration of property**

- As long as stuff is fit for purpose and you don't try making even more money out of me. I'm ok, I don't want to live in a tip and I love my home.
- The council admin and repair programme will not compete with private contractors on price, time and reliability. It was always be poorly delivered because there is no financial incentive to be better.
- Your repairs service is very poor
- I feel council property will become run down due to cost of repairs.
- I would really prefer somebody who is an expert in that field to do the repair for me as I am not good with DIY.
- People don't have the knowledge or money to do repairs. It could be dangerous in some cases.
- I feel like some households won't do the repairs so therefore your property will be in disrepair then costing the council more in the long run. Maybe checks should be made yearly.
- Does the council think tenants are capable of carrying out repairs safely?
- Not having a computer, don't know how to use one. Would have difficulty sourcing a person to do repairs, risk of injury to person if repair due to incapacity and waiting a long time for some repairs.
- Do we have to have you do the repairs or can we get our own contractors?
- This could cost CBC a lot of money. Not all tenants are good at DIY - a minor repair could turn into something major.
- If I haven't got the money, will the work need to be done, still get done or left.
- Making tenants responsible for minor electric repairs may lead some people to try to carry out repairs themselves. This may lead to injury or fire risk.

**Other comments**

- Regarding community area as new tenants we find the garden patch which should be community area is a mess and this should be in your new conditions!
- I have just had my house rewired. The electricians in their wisdom have fitted a new distribution board which I cannot reach without steps. If the MCB for the lights trips, I have got to try and find a set of steps, carry them into the position of the distribution board and then try and reset the MCB, all this as well as being disabled, in the dark.
- Yes because as things are looking with the council tenants may as well be in private renting as the



**Q9: Do you have any other comments in relation to proposed changes to the repairs and maintenance service?**

- landlord does the repairs or be buying their own homes should any tenant have to pay anyway.
- I understand why you need to make these changes however I feel that this is unfair to the tenant.
- Why are you doing this?
- I am ok with change as long as I am told about changes
- How do you expect pensioners to have this added worry.
- As we are now getting older we do not want to have an extra worry.
- I just disagree. What I have written on this form, I hope you don't take it the wrong way but these are my strong views and opinions.
- Will there be any changes to the garden assistance scheme?
- My niece arranges appointments for me. She will do this for routine repairs.
- Why?
- It's as though the Council doesn't want to do the services that should be done, cutting corners in their own ways.
- Will this lead to job cuts in repairs department?
- Yes I do, what do you have to do if you are an OAP and frail and you cannot do things yourself, what happens then?
- The repairs will be the responsibility of his sisters who care for him. This is a worry as getting trades people in that you don't know can be worrying as he doesn't understand things.
- The form is not giving a clear view for people who have a disability.
- I would not use council repair service as all your jobs are over charged.
- When does this come into force as I like my 2 weeks free at xmas.
- As we advance in years, we seem to go backwards and the poor get poorer and the whole of life centres around money, even if some have neither the means or the income.
- Learning difficulties means tenant has no idea of what these changes mean.
- I hope that as stated in the draft tenancy agreement that there will be no job losses to the council workforce.
- Someone in my family would help me if they could with repairs. If they couldn't help I would seek advice from the council.
- Object to things that have been installed by tenant becoming council property and not being allowed to take them if/when you move. It's like the council want to have their cake and eat it.

## Q10: Do you have any other general comments you wish to make about the Housing Service?

### Q10: Do you have any other general comments you wish to make about the Housing Service?

#### Concerns about the proposed changes in general

- Overall not happy with proposed changes. I don't think a 1% rent decrease really justifies the extent. 1% or not we're still paying tenants and therefore should still benefit from full service. My own rent has decreased by 84p per week! For this 84p I lose so much of the service. Not worth it.
- What is the world coming to, no wonder so many homeless people.
- I am 86 years old and don't need the stress.
- I am really generally not happy and in favour of these proposals and changes, it just seems to me it's people who work that are getting targeted. Target those that owe more than one week's rent not those that don't. Shocking those letters you send.
- Typical [rubbish] Think that says enough.
- As for the housing service which we receive today its fine. Your proposed changes I strongly disagree with, and I'm quite sure I won't be the only one, for doing your own repairs and yet we have to ask permission to erect a TV aerial or security camera, fence, gates and walls to be repaired by the tenant, I do hope the council will consider these proposals. We do vote for the councillors on proposals like this will not get our votes
- With universal credit if I understand it right then the housing benefit will be paid to the individual claimant for their rent. If that is the case then it's madness because people are struggling for money. Some people wouldn't mean to spend it but some wouldn't care and then the nightmare begins...rent arrears, sticking your head in the sand hoping it goes away when it doesn't then that's when things start to go badly wrong, eventually being homeless. Then people will have to try and find other places for these people to stay when the circle will happen again. Do not pay housing benefit to anyone who is on DWP benefits as it will not end well. Put it this way I worry about debt etc very much but if I had no electric or food I would spend it.
- As a couple with health problems the new proposals sound frightening and will cause unnecessary financial hardships and worry.
- Just paying rent, can it be left as it is, taken out of the bank, just need to know when and how much. Quite happy, but why do you always alter things. I have just broken my hip and am recovering from it.
- I am grateful for the privilege of living in this house, where I was born 72 years ago. All my memories, happy memories, are here. I realise the present times are testing but none less so for individuals (tenants) than for the Council. I reiterate, I am very worried and this substantially increases the problems with my health conditions.
- Managing an extra bill would be very difficult for me.
- Just another money saving scheme from the local council at the cost of tenants.
- I find the housing service to be excellent and efficient. However I feel that the new proposed tenancy agreement does not consider the needs of elderly and disabled tenants sufficiently and as such I find this considerably worrying as I fit this criteria.
- Not everyone should lose the 4 rent free weeks because others on universal credit will find it hard. We find it hard all the time, running a family and being working class is not easy and now will be made a lot harder.
- The person who put this proposal together needs to think about people who can understand questions as it is repetitive.
- This needs to be better thought out with consideration to older and disabled people. We live in a lovely green area of Dunston, we have a hedge which is by a walkway, this needs cutting back due to thorns but have to as good as beg to have it cut.
- Again I have to voice my opinion on the 52 week rent change. I think that it is another way to punish the working population who work hard for what we get paid.
- Not happy.

## Q10: Do you have any other general comments you wish to make about the Housing Service?

- Always had a good service with you but this change is a bit of a worry.
- We have lived at this address for almost 30 years and been most happy how the Council have looked after us in regards of repairs.
- It's [rubbish], dare not ask for a repair, I need stuff sorting but council not bothered.
- If the council is getting less money then cut back on replacement and improvements. Just maintain existing until finances allow. This is putting repair costs onto the tenants. Where do I find the extra money from? I can't dump my costs onto anyone else! My money has been frozen for 2 years and capped at 1% maybe until 2020. This mean my money has reduced year on year. Wanting tenants to mess about with water and electrics could be dangerous. If the flat above me allows water to escape from plumbing or trying to repressurise a combi boiler this water will be running down my walls and into the electrics within minutes. Where is the risk assessment for this?
- 4 weeks more rent for a reduction in service! There is only one winner here and it's not the tenant!
- Affordable social housing is fast becoming the opposite for those at the bottom of the income scale. Some people will probably have no choice but to leave some necessary work and some houses are guaranteed to fall into disrepair.
- We feel let down by hard line Tory government telling Labour run control council which Tory have no idea about running their own homes let alone country. These changes are extreme hard which will drive people to their death to an early grave. We do not accept any change. Leave all services with local Chesterfield Borough council who have provided great services for many years which we are very grateful for. Thank you Chesterfield Borough Council. Please don't let this happen to us.
- All the changes are upsetting when you get older. Just want things to run smoothly with no hassle.

### Concerns about the cost of repairs

- I think that between paying full rent for 4 weeks extra a year and being responsible for repairs tenants are going to be hit hard financially. And those that cannot afford to carry out these repairs are going to be living in properties that will fall into disrepair, costing the council more in the long run.
- I live on my own with my two sons, work two jobs to make sure I can pay my way. I think charging tenants for certain repairs will put myself and other tenants into financial difficulties, this is now a worry.
- I pay nearly £100 per week rent and over £100 per month Q charge I have no money for repairs.
- The changes to repairs services will be a struggle to me and my partner who are on low income due to me caring for her. How are we supposed to afford repair charges that we deem as the council's responsibility?
- How do you expect people who are on a low income to pay for work on their home when they do not have enough to pay for food or heating?
- If elderly people on benefits can't afford the repairs, what provision will be made for them?
- I think this will cause a lot of distress for a lot of people who are unable to afford repairs. A lot of people are in rented accommodation as they have not been in a position to afford to get on the property ladder. Older people are just finding things confusing.
- I think there should be more consideration for the elderly and disabled especially those who live alone. My benefits are not permanent but are reviewed regularly. I think people over retirement age should continue to have repairs provided as they do now.
- Our mum has been a council tenant for over 40 years. She has never been in arrears, has kept her property in pristine condition and never been any trouble to anyone. I feel that in her later years the worry of having to sort out repairs on her property is something the family could do without. Our only priority is keeping mum at home with a routine she is used to.
- Repairs I would be unable to pay for them because I am unemployed.
- Poor at the moment so only going to get worse.
- People are already struggling to pay the bills without having to do our own repairs and not everyone has the time.
- I am worried they will not be carried out on my house because I haven't got money and put stress on me and my little girl.
- Rent is to meet repair cost or what are we paying rent for? And if these changes go through what will be the next cost cutting to come in? As the landlord you are supposed to provide a service, maintenance is one of them.

### Q10: Do you have any other general comments you wish to make about the Housing Service?

- People who have little income will not be able to make certain repairs so standards of living will decrease for vulnerable people. I have no problem with getting professionals in to do repairs (which you now want us to do) but I do have a problem with paying full rent and Council tax and for what? Rent needs to be decreased if you want tenants to undertake more work in our homes.
- It is getting really rubbish having to do your own repairs to your own dwelling, that is why you pay council tax, to keep people in a job.
- What does all the rents/Council tax go to?

#### Concerns about penalising particular groups

- It's about time people like us who pay our own way and never get into arrears are better looked after. You make rules but no one takes any notice. We live in an open plan area where no ball games are allowed but every year ball games are played in front of our window fencing us off. We will gladly cut the grass. It's only 2 weeks since we had the combi boiler fitted how are we to know how to do things with it.
- Some people really do abuse the system and want everything doing, I am an independent lady and if I can do my job I will do it myself. Why does everyone have to be punished because people don't respect your properties?
- No just about rent as I have never claimed anything at all, why should I lose my 4 free rent weeks? I work full time I have said this before it just isn't fair on people that work full time who always pay their rent.
- I do not believe that the tenants should be financially affected by this change. The Council should look elsewhere to find the money. The rent and council tax is already very high so if you're going to make any changes like this the rent should be reduced but of course it will never happen as people receiving benefits don't have to worry about issues like this, only the people who are working.
- Doesn't matter what people say it's going to go ahead no matter what. We shouldn't be paying for this when people on drugs etc get all this free.
- The workmen are always very pleasant and nice. I had a repair that did take four months to be completed, a leaking ceiling, and I usually have to phone up at least twice to get repairs done. Some of the repair changes are a bit unfair as I genuinely take care of where I live, why should I suffer for people who don't?

#### Generally positive comments

- I have always been satisfied with council services.
- We have never had any problems with CBC as landlords. We cannot fault the repair and housing service when we have needed it. Although we are people who are more than capable of doing minor DIY repairs when needed, we only contact CBC for repairs when necessary.
- I have been very satisfied with the housing service, they have been really good. I do understand why you are making these changes but for people like me on low incomes it will prove difficult for us regarding the repairs.
- A good service is provided here and I believe these changes are for the good. A better service will be implemented with the change. Well done Chesterfield Borough Council - thank you for your efforts and hard work and dedication.
- We will see how it goes.
- Currently the housing service provided is of good standard.
- Satisfied with the service as it is.
- I have been the tenant of this house since it was built in 1964. Generally the housing service has been very efficient apart from waiting 4 years for some window panes needing replacing due to condensation.
- I don't have a problem with the housing service so why change it?
- Better than any private landlords I've experienced. Thanks CBC.
- I have found the housing service to be excellent during my time in Chesterfield. I am on a limited income but I would rather pay a bit more in council tax than see front line services eroded.
- Generally the housing service is great, I have only praise for the way the service is run and all of the staff. They are always pleasant and polite which in this day and age is admirable. I am of the mind-set that if things work then they don't need fixing.

## Q10: Do you have any other general comments you wish to make about the Housing Service?

- Excellent news on the keeping of cats. These are by far the biggest nuisance, way above that of dogs. They foul all others gardens, not their owner's, at last it has been recognised as a nuisance.
- I am a very satisfied tenant over the years and would like things to remain the same.
- We find the service very good.
- The transition to pay water rates would be great if all the paperwork etc would be sent to us automatically. We see it as the rent would be a bit lower due to the 52 week rent plan and the water rates not added onto it. Will this really happen or will it just be for the first year for the rent to be increased dramatically in the near future? People should see a benefit in the amount to be paid but I doubt they will.
- I have lived in this house since 1975 and I have always found the housing service very helpful.
- Housing services are very good and your chaps who come to carry out repairs are always very considerate to elderly folk. The council I feel deserve congratulations.
- Overall the housing service has been excellent.
- Efficient service at the moment, hope this will continue.
- Just that you'd go a long way before beating the service the council provides.
- No complaints
- I have always received good service.
- I believe that service from the local council is fair and just
- No complaints. Staff at the council are very competent, very helpful.
- Been satisfied so far.
- Over the last 10 years we have been council tenants we have found the council repairs and maintenance first class, excellent modernisation to our bathroom, much appreciated.
- No, I'm happy enough, no other complaints.
- So far I have been very pleased the time stated was always correct. The men were helpful and polite. Being 80 years old they have always been kind and considerate.
- Chesterfield Borough Council provide an excellent service overall.
- I would like to thank everyone, I always find building inspectors kind and helpful when I have written for permission to do my own jobs or repairs. I value my home and CBC and consider myself lucky to have a home. Thank you.
- No, I think CBC has carried out a wonderful service over the many years we have been tenants.
- Satisfied tenant
- All in all I find the service very good but I would have difficulty in the repair system. I think it a bit unfair to stop the four rent free weeks mainly for the tenants who pay full rent because they have full time jobs. Otherwise, I am satisfied with the agreement.
- Always helpful and understanding
- It is a good service
- I've always been happy with the repairs (the all-round service) - the council does provide a good job all round.
- I have always been satisfied with all the work the council carry out.
- Most tenants appreciate the housing service and know that we'd be in a state without you. This is especially true about the repairs service and so I would urge you to charge for some repairs to make up any budget shortfall rather than letting tenants do it themselves.
- Majority of work is done fairly quickly. Always been pleased with what council have done.
- I have always been satisfied with the housing service.
- I have always been impressed by this service. I have also attended to minor repairs myself i.e. blocked sinks
- It's fine, you do a good job under the constraints you work under.
- The council is a pretty good landlord, I much prefer them to private landlords as on the whole our concerns are listened to, although not always acted on. I think there should be more feedback, I express concerns but no one tells me what action has been taken.
- It's good and efficient.
- In any dealings the housing service has been good, prompt, attentive and friendly. Would be sad to see potential funding cuts affecting this. Very worried about the universal credit rollout and how this would affect me.

## Q10: Do you have any other general comments you wish to make about the Housing Service?

- I have always been satisfied with support in the past.
- I find most work carried out in good time and staff very pleasant.
- Being new tenants of the council we are still finding our feet, we had good help and information when we moved.
- I've only been with the council just over 4 years. I've always been satisfied with the jobs we've had done.
- I have lived in my flat over 17 years and always found the service excellent.
- As a council tenant for 30 years I have always found the council helpful.
- Besides the points I have mentioned everything seems reasonable to me. I have always found the housing service very good and staff who have carried out repairs and routine maintenance at this property very nice people who do a good job that can't be faulted. I have always found the service expeditious and the proposed changes won't affect this too much.
- The service we have received has been pretty good - no complaints.
- On the whole the service when I needed it has been first rate and done to a high standard. Thank you.
- Up till now we have been very satisfied.
- I have always been happy with this service it's a shame you have to change it.
- Up to now it's been good.
- We are quite happy with CBC. Everyone we deal with should we have to are polite. So thank you for that.
- I came to live in Chesterfield (from Derby) nearly 18 years ago and was very fortunate to be able to get a council property (after a very messy divorce). I can honestly say not having been a council tenant before that I'm very satisfied with the housing service we receive and I'm sure will continue to get, changes or not. Some people no doubt will find something to moan about, but all in all you do a good job and any repairs I've needed doing I've always been more than happy with them, both with the service and the workmen who have been in my home.
- The housing service is ok at present, very good thanks. Very good team of workers, hope it keeps that way.
- I have lived here 19 years and enjoyed it.
- Never had any trouble with the housing service in 30 years.
- I have every admiration for CBC in particular the housing and repair service. In general I am a big defender of the council and feel privileged to be one of your tenants, I'm very lucky.
- I've always had a good service from the Council. The only issue I have is the way housing is allocated as being single with no kids, no issues with drink/drugs/mental health, a job etc. I had to wait for a place that was so grotty even the homeless turned it down. A certain amount of housing should be made a priority for the working class who can pay the rent and shouldn't have to pay extortionate amounts in private rent just to have somewhere to live.
- The service the Council provides is exceptional, please continue the good work.
- We have always been satisfied with the council's repairs and maintenance services.
- We have always had a good response to any repairs that were necessary. All modernisation has been very good and done to a high standard.
- It does a good job with any repairs and roof work/kitchen and bathroom jobs when replacing them.
- Always been very happy with everything, Workmen are always nice and happy. We have always tried to do all the repairs that you now advise.
- I've always found all your staff very helpful, and your repair teams really great, much better than when one has to get a private contractor to carry out work. What repairs would we be expected to carry out as a tenant.
- We have always found the housing service to be fair and helpful.
- For me the housing service is good, always helped me and repaired things on time.
- I find it working ok at the moment.
- I am happy with all aspects of the housing service and worry that changes will cause problems. Thank you for giving tenants a chance to air our thoughts.

Suggestions to improve efficiency/cost effectiveness

## Q10: Do you have any other general comments you wish to make about the Housing Service?

- Stop putting electric fires in that people don't need and are expensive to run. Small electric heaters from Argos are £10. Do the same thing for half the price and saves electricity.
- Why don't the council paint all the properties they want to rent out? They could save money by doing things like this.
- If you want to save money stop wasting it, sending these documents out to every household in Chesterfield and spend that amount on better things.
- Because you don't have your own workmen like years gone by it's costing more for outside companies. It takes longer for a repair to be done.
- I feel that most minor repairs can be done with little effort. Some sort of manual would be handy and helpful. This and the proposal to clear toilet blockages could raise health and safety problems.
- Voids need to be changed round much quicker, 6-8 weeks is not good. This had been a problem for 8 years.
- We have always been in council properties and had to modernise the property ourselves as the council would never do anything, they wouldn't even put us any central heating in when we had got 2 children. If you got rid of all the drug users that are in the flats smashing them up that is where a lot of the council money goes because they are constantly having to gut them.
- You have millions of pounds on your coffers, It is easy to reduce your spending by reducing the money you pay the head people you employ i.e the fat cats, like most of the population has to do these days. We're in a recession and you want to up the prices? It is amoral.
- Money has been spent on things not needed instead of things that are. Eg, bathroom, kitchen and parts of roof that had nothing wrong.
- When you ring for a repair you are told appointment times on the phone then they send you out an appointment in the post. That is a total waste of money.
- Some properties will inevitably fall into disrepair because many people do not have the money for maintenance.
- Don't waste money on unnecessary repairs, new kitchens and bathrooms for the sake of change!
- I think the council should send out a list of repairs they won't do with a fixed price they will charge for them to come and do and I think another good idea would be if the council offered a gardening service to people with a price they would charge to cut grass and hedges.
- Pointless saying any comments, will be ignored. Langhurst Court grounds - new washing poles added - no tenants use them. Now they are to be replaced - typical wasteful council.
- The on the move website - make it easier for people to look for advice. I wanted some information regarding moving properties and couldn't find any. I had to email and ring for one simple answer. I still think some jobs you're going to continue doing you shouldn't.
- When you ring up to report a repair or problem to be listened to especially if you have learning disabilities.
- Loyalty scheme for good tenants?
- To communicate better with carers.
- I think you should check repairs have been done properly, also gardens tidying up.
- In order to implement these changes, materials and fixtures need to be of good quality to last the expected time in order to be long-term cost efficient. For too long things have been done as cheaply as possible then when they start to go wrong the tenant has to live with it because it's not due to be renewed.
- We are all for the council saving money. We believe you are planning to rewire our flat and replace the windows. This, we feel, is unnecessary. The elements in our flat are absolutely fine and the windows definitely don't need doing. To do these jobs we feel would be a waste of time and money, they just don't need doing. We think that perhaps the money and time would be better spent on properties that really do need improvements made. Thank you very much.
- These houses are getting older therefore you are getting more problems, not less. Silly minor problems should not be left to you, light bulbs and so on. Your staff are great but if you're not careful they will walk away.
- Council houses should be fit to live in when you move in. Smoking should be banned inside a council house.
- I think CBC should decorate all their properties before letting them as North East Derbyshire council

**Q10: Do you have any other general comments you wish to make about the Housing Service?**

do! This would save them money in the long run!! A lot of people don't even use the money for decorating and have been known to sell the cards online so what is the point of giving them to people in the first place! It's just not worth it.

- Issues such as replacing toilet seats, replacing bulbs could be made easier if the council fitted a normal light fitting as opposed to fluorescent bulbs in the kitchen and replacing the cheaper toilet seats with more durable seats. Some changes within my home could help and make these changes more manageable and cheaper for tenants such as myself.
- Only that having made an appointment on the phone it seems a waste of money to send out a letter, especially since it can arrive after the repair has been done.

Comments about gardens

- At present the council maintains my garden and neighbours gardens front and back. I would like to know if this will continue or is it another expense I will have to incur?
- Would like them to make sure that peoples gardens are kept in reasonable level of tidiness.

Concerns over changes to water rates

- Not happy about the water rates change. Not happy with no free rent weeks.
- We pay full rent and water rates and would like to continue this.
- I'd be happy if the council continued with how the water rates are collected
- Being a pensioner and in receipt of housing and council tax benefits I am rather concerned about how the introduction of universal credit will affect me. I pay my rent by direct debit. Also, I am concerned about how the change in collecting water rates will affect me. Living in a block of flats, I cannot see how these rates will be fairly apportioned once we become once we become individually responsible for our own water use. In my own flat for instance, I cannot see how I could have a water meter fitted. The stop cock water main in my flat is virtually inaccessible without great difficulty, and there is virtually no room to fit a water meter between the water main and the system in my flat.

Comments about time taken for repairs to be completed

- Waiting 30 days for a routine repair to be carried out is unacceptable in my opinion. The current waiting time for routine repairs should continue and not the proposed 30 days which is unfair to tenants. Paying our water rates directly to severn trent water I agree with, as long as severn trent water contact all tenants about this change and the payment options available.
- Even though I think that waiting 30 days for repairs is not acceptable it would be an improvement on the 20 years plus that we have been waiting for a new double glazed window unit in the toilet which was broken during installation. I have lost count of how many times someone has come to measure it and we are still waiting for it to be replaced, but never mind because under your new tenancy agreement this will be our problem and not yours.
- I think the repair service has gone down hill. I have reported two window seals which have been broken. One was reported in 2013 and the other this year, none have been repaired yet. The window reported in 2013 has been measured twice yet no repair has taken place. This does not look good.
- I also don't think being made to wait up to 30 days for light not working or a small leak in kitchen an acceptable time limit, these should be priority repairs.
- I moved in a month ago and I am still waiting for someone to come and fix the windows, look at removing unnecessary pipes and install grab rails. The response time is appalling and I have to sleep with earplugs in and struggle to get out of my flat.
- Still waiting for ceilings to repaired plus light outside.
- We have always paid our rent on time but when it comes to updates/repairs to the house it takes forever or they come with wrong sized windows or not correct equipment. They did all pebble dashing in the village but missed ours!
- I had a visit from ----- regarding a check on the new doors we paid for. After I mentioned the path to the front door being dangerous he told me to call asap to the council as it was a trip hazard. That was May, after calling we were told we had to wait and are still waiting. I agree with some changes but health and safety should come first surely!
- I have been waiting 2 months for an inspector to come and look at my living room window. I think the



**Q10: Do you have any other general comments you wish to make about the Housing Service?**

seal has gone.

- I hope we get repairs done, I have been waiting three years to get my window seen to.
- Been waiting over a year for bedroom window to be done. Condensation in between double glazing.

Concerns over safety or struggling to undertake repairs

- Light fittings for older people should be lower so steps don't have to be used to change a bulb - bayonet fittings require 3 hands, holding fitting, push into bulb and twist. Change to screw. Also lifting hinges on doors stop people being able to go through a door with a walking frame.
- Communal area should be more welcoming and accessible. Glass, thorns etc around.
- It would have to be told to me step by step all the new changes I don't think I can cope with it all and will need assistance.
- We are pensioners in poor health. We do not mind paying to have services done, but do not wish to be left stranded in unsafe circumstances.
- Infestations - if tenant has a clean, well-kept property, they should not be responsible for cost. Shower cord shouldn't be paid by tenant if only means of bathing. Relighting pilot light - how? Many will struggle or attempt it themselves, could cause damage or injury.
- It is important you consider vulnerable people almost all live alone, and can easily be duped by false trades people.
- Re: internal doors, with myself being 92 and having mobility problems it concerns me about adjusting doors for new carpets, I realise this is not a regular occurrence, the cost concerns me. The reason people rent houses is because they are unable to afford to buy and maintain them, the Council as the landlord receives rent to do these repairs. We are not in a position financially or physically able to do certain repairs ie replacing fluorescent tubes, the bathroom fixed light which the council supplied and fitted, also damaged switches, anything I do not have knowledge regarding water gas and electricity I do not like to deal with. Your workers are trained for these jobs, this also applies to relighting the boiler pilot light, renewing batteries to heating controls. Some of the proposals I agree with, others (as mentioned) cause concern for someone in my circumstances.
- I have lived in social housing for 17 years and previously felt confident that the home I live in is maintained and of a good living standard up to now but these changes have made me reconsider this as I would find it a massive responsibility to make repairs myself.
- I think some of the jobs will be difficult for the elderly people or disabled people to tackle eg electrics or boiler for safety reasons for which there should be an exception.
- Various things I couldn't replace on my own.

Anti-social and nuisance behaviour

- I think that the council need to be tougher on tenants that disturb other tenants and also drug dealing and taking tenants need maybe placing together.
- I think when new tenants are being proposed (especially in flats) then I think it would be a good idea to also consider the other residents in the block of flats concerned.
- I have a CCTV camera over the front door as people are knocking on the door late at night, when I went to the door they ran off.
- Yes, when you report someone who is cheating the Council, why do you say to the person that someone has reported them. If you want someone to report them, don't tell them someone has reported them. Sometimes they can guess who it is and cause a row between them, even a fight.
- More follow up checks on new tenants - some addresses on ----- constantly seem to have new people move in, trouble (usually drugs) follows, then the resident moves on.
- I am quite happy normally with the Council but sometimes wonder how housing allocations are decided as when I first moved here it was a nice block but now drug addicts and alcoholics have moved in and as one I would wedge my door open for the cat I now keep locked all the time.
- Where I live in the flats at New Whittington more and more people are moving in on the communal areas and using the ends of the flats to play ball games. This is annoying and can cause damage to property. Can we please have no ball games signs put up in these areas?
- I think there should be more action on those tenants who leave there garden looking like a jungle. The same goes for rubbish left in these gardens. A lot of time and money has been spent on upgrading

## Q10: Do you have any other general comments you wish to make about the Housing Service?

roofs, windows and insulation look better but gardens are not cared for.

- Yes do not change. Please stop right to bid due to the fact you will let anyone in a council house so long as the rent gets paid you are not interested who you put in.
- With constant dog fouling in my general area preventing me putting out washing or remove weeds, plus the smell and attraction of insects, notice that the council cleans up the mess but tenants with dogs still open my gate to the garden or must get them to foul near the pathway area. I have not caught this happening but when I have been out and come back to the flat the fouling seems to increase.
- Yes I feel some tenants get preferential treatment. If you live in a better area you get a better service. I feel the housing service neglects certain areas and has given up on them, consequently these areas become neglected. I feel the housing service selects certain tenants for certain areas rather than having a mix of people.

### Requests for further information

- I would like more info on how housing benefit will be paid in universal credit - maybe a simplified guideline?
- As I have been a tenant for over 20 years would that time still stand re: right to buy? So in essence my contract would still be the amount of years I have resided here - not a new start date but an amended one?
- I would be interested to hear the council's view on this either by post or email - I think the Council should allow tenants to pay four weekly or monthly as well as weekly as I get paid monthly.
- [Tenant] has no use of his right side due to a stroke, I would say with his disability that you would do the repairs. If he wasn't disabled he would have no problem doing the small jobs. This form is not clear enough for people who have no movement. Housing – [Tenant] is retired so he could do with information on how his housing benefit will be paid as he doesn't claim universal credit.
- In regards to the repairs where do you draw the line between major and minor repairs? What repairs are tenants expected to do?
- Change to paying severn trent direct. I contacted them as suggested in your letter and they replied that they would need notification from CBC before I can sort my mum's payment plan/meter. Please clarify as my email to CBC enquiries has been ignored.
- As a 79 year old and still with all my faculties I still don't understand the jargon. I haven't managed to wade through all the pages of literature I've been sent. AS someone on benefits and paying only water rates, will I still get the free weeks this year's end?
- Good, 1st class, although the prefab bungalow we have lived in since 2000 is now somewhat getting damp and less thermal efficient, walls on prevailing wind side, rain penetration etc.
- Yes my hedges should have been cut back before I moved in not having to wait four months as I have asthma and two false knees.
- Gardening teams should cut down some tree branches and bushes so light can get through.
- The Council have always been very helpful and very kind to me, I really appreciate I was so fortunate to when I got my flat. Thank you so much. My home really is my pride and joy. Will the Council be able to send me a payment book for Severn Trent Water so I can pay my water rates directly to Severn Trent please. I have no problem paying my water rates to Severn Trent but need a payment book or card.
- Would like a new kitchen.
- I have always been satisfied with the service and touch wood I don't phone for many repairs. The gas boiler has been serviced every 6 months, a bit confused is it not yearly? My boiler is about 9 years old and I cannot do the pressure myself and don't really want to have to find money for a simple job for someone who knows what they are doing.

### Confusion over proposals

- I have questioned the newsletter about universal credit, I rang the helpline over the housing benefit I get and was told it didn't apply to myself as I am on retirement pension, was told to phone council helpline, they and the council tax helpline told me misleading. Now in this letter sent it still says that it applies to all housing benefit claimants. I'm confused by it all.

**Q10: Do you have any other general comments you wish to make about the Housing Service?**

- We are told that the council has a sustainability policy and encourages pollinating insects. We are told malicious complaints are wrong. Some complaints about hedges render them useless to wildlife when trimmed - a lot of contradictions.
- The only thing I wish to say is will these changes put us in arrears with our rent? And will the full amount of rent be taken from our bank account? Worried.

Concerns/complaints about services

- About 18 months ago when the engineer was fitting the tub in the bathroom, while hacking off tiles the wall between the bathroom and bedroom has broken. Wall has to be plastered (council house inspector aid). I reported this a few times on report line. The only feedback I had was that I have to wait for constructor decision.
- Just do the things you say you are going to do on time, I was told I was told I was going to get a new roof two years ago, still waiting.
- Right hand does not know what the left hand is doing. No one listens to us.
- Yes, when married people want to put their husband or wife on the tenancy they can't only if they move.
- I asked for a housing repairs inspector to visit re damage to a door frame caused by my dog about 8 weeks ago. To date no phone call, no visit. Damage arose when dog tried to escape kitchen whilst being visited by an official holding doubts re: dog's attitude.
- The housing rangers and office staff adopt a confrontational tone of voice as if trying to catch one out in some unspecified transgression and always appear very reluctant to act. The telephone manner of housing staff generally is very poor and unprofessional and does not reflect well on CBC. Repairs staff ranger often drive over grassed areas. This damages the grass and does not look good all for the sake of carrying tools 15-20 feet.
- Most of the time it's ok, other times not so. In my flat it's got damp and you the Council doesn't want to take responsibility for this and it's blamed on the tenant.
- Why ask as you'll not take a bit of blind notice, these forms are just a gimmick to make you look good on paper, but in reality it's a scam.
- Get your act together
- Anywhere on a main route looks well cared for however any property away from the main route looks and feels neglected (because they are!).
- Repairs should be carried out by workmen who respect their job and the property they are at, most have the carefree attitude of "it's a council house".
- I got my wet room done and it looks nice. I was told I could use shower for 5 minutes until they'd been the following week to unblock the drain. It was discovered the shower pipe outside was blocked by a massive block of cement. They left it 6 weeks despite my phone calls to appropriate departments. Since we used the shower the bi-fold doors don't keep the water in and so it pools outside and stretches to the toilet. My fascia board is in a terrible state and getting worse, last year I was told by an inspector that it wouldn't be repaired until 2020. Hope you don't expect me to pay for this!!
- I have always had excellent service from the workforce and am always singing the praises of the maintenance team, but I am not always able to do so regarding outside contractors, who on the whole are quite bolshy and shoddy in their work ethics. I fail to see that savings are made using outside contractors when it is council workers who end up sorting the contractors mess.
- The floorboards need replacing as does bathroom. The council are always undertaking groundwork without formal notice causing unnecessary levels of noise and disruption.
- Difficulty in getting through to speak to the relevant repairs department. It is not always possible to leave a number to be phoned back on when people are phoning whilst at work and cannot take phone calls. At times the gas/electric department seem to be permanently on answer machine?
- The ranger for Grangewood is not improving the look and environment of the estate. Communal area cleaning is of a very poor standard. Probably the cleaners are not issued with the proper equipment.
- The block of flats where I live used to be nice and pleasant with good neighbours. The neighbourhood is just generally going downhill. There was a bad stabbing incident on a Sunday afternoon recently, and I was robbed putting my car away not long ago.

Other comments

Q10: Do you have any other general comments you wish to make about the Housing Service?

- Doesn't matter what is written because it's going to go ahead no matter what people say.
- I understand that this is being forced on CBC by central government reducing its funding.
- I think this questionnaire and tenant views will be totally disregarded. Very angry.
- To make sure money is not wasted and repairs are done well, so that they do not have to be redone.
- Lack of understanding of people with learning difficulties and if they are going to be able to read/understand these changes.
- The changes make sense in most ways but the housing service must start to talk to the tenants and stick to the service levels. We were supposed to see the tenant liaison team each 6 months but in 3 years since signing the tenancy we have never seen anyone and are never told what improvements are being done.
- Some time ago I had a letter to say an asbestos test would be carried out, no one came. I called into customer service to report this and was told they had moved on and would have left a card if I wasn't in. No card was left.
- Consideration to the very elderly and disabled who may not have someone to help them understand the changes. Until I was able to go through this paperwork with my mother, she has been and still is very worried about any change at all.
- It should be made easier for people with children 0-5 years to rent a 2 bed house.
- The only things I'm worried about is the buzzer for the flats and the main door being left open all night so that people who have cats in upper floors can go out. I think it would be more appropriate to fit cat flats into the pvc under the window on the ground floor, also the decor to the toilet inside and out.
- Universal credit is badly thought out. People will be in arrears automatically causing debts caused by the Council. I am a widow and a single occupant, my circumstances haven't changed, it will be very difficult to cope with no money. I have no one to help me, it is like some punishment from a dickens novel. I have no savings to get by on and live week by week. People will be confused by receiving all this benefit money, causing debt.
- Generally I have been pleased with the service. However when I lived elsewhere both myself and my neighbour were refused concrete edging down the steps to the flats. We wanted this to prevent the grass from growing on to the steps thereby making it dangerous. It was refused point blank, now two years on I have moved and when I went to visit a neighbour still living there I noticed the edging had been done. Strange how this happened since I left!
- All the jobs you're saying are the responsibility of the tenant I have always done including a lot of jobs marked as the responsibility of the council. Unfortunately due to ill health a lot of these jobs are beyond me. To say I will have to pay to have these done is discrimination against the disabled.
- Rule 6.2(b) Civil Procedure rules prohibits Sunday deadline. Deplorable - not worth halfpenny. 1. Housing dis-service. 2. Run-down to disrepair. 3. Defective premise generally. 4. Unserviceability. Sunday 3rd December deadline – forced hand delivery on 1st December at town hall's reception desk. CBC's disorganised "no Sunday business" on the Sabbath. Obtuse print error - 3rd December falls on Sunday. No postal delivery on Sundays. Received 12noon 14th October 2017. Minor DIY repairs technically being indirect cook of the books. Vernacular - word 'disrepair' legislatively dismissive of split into 'major ' or 'minor' repairs as learnt 'dis' prefix denotes reversal.

**APPENDIX 3**

Tenancy Agreement Consultation – Requests for feedback/ further information

Contact	Query	SNAP Case no. (Policy)	Response
	<p>As I have been a tenant for over 20 years would that time still stand re: right to buy? So in essence my contract would still be the amount of years I have resided here - not a new start date but an amended one?</p>	275	<p>E-mail: 22.12.17 Hi</p> <p>Thank you for responding to the recent consultation on the proposed changes to the tenancy agreement. We are now analysing the responses to the consultation and will report back to tenants on the results in due course. As you raised a specific query as part of the consultation (see below) I am writing to respond directly to that enquiry:</p> <p><b><i>As I have been a tenant for over 20 years would that time still stand re: right to buy? So in essence my contract would still be the amount of years I have resided here - not a new start date but an amended one?</i></b></p> <p>The changes to the tenancy agreement do not affect the Right-to-Buy or eligibility for the Right-to-Buy. Any time you have 'accumulated' would still stand in any Right-</p>

			<p>to-Buy application and count towards any calculation of a discount. Your tenancy start date will not be amended it is only the terms of your tenancy.</p> <p>If you have any further queries please do not hesitate to get in touch</p> <p>Regards</p>
	<p>I would be interested to hear the council's view on this either by post or email - I think the Council should allow tenants to pay four weekly or monthly as well as weekly as I get paid monthly.</p>	452	<p>Thank you for responding to the recent consultation on the proposed changes to the tenancy agreement. We are now analysing the responses to the consultation and will report back to tenants on the results in due course. As you raised a specific query as part of the consultation (see below) I am writing to respond directly to that enquiry:</p> <p><b><i>I would be interested to hear the council's view on this either by post or email - I think the Council should allow tenants to pay four weekly or monthly as well as weekly as I get paid monthly.</i></b></p> <p>Tenants can already pay their rent on a monthly basis and will continue to be able to do so. Please contact the Rents Team if you wish to speak to the to discuss your payment options and set up a monthly direct debit. The team can be contacted on: 01246 345510 and further information can</p>

			<p>be found on the Council's website.</p> <p><a href="https://www.chesterfield.gov.uk/housing/council-tenants/paying-your-rent.aspx">https://www.chesterfield.gov.uk/housing/council-tenants/paying-your-rent.aspx</a></p> <p><a href="https://www.chesterfield.gov.uk/home/i-want-to/i-want-to-pay/council-rents-garage-rents-water-rates-careline.aspx">https://www.chesterfield.gov.uk/home/i-want-to/i-want-to-pay/council-rents-garage-rents-water-rates-careline.aspx</a></p> <p>If you need to know anything further please do not hesitate to get in touch</p> <p>Regards</p>
	<p>[Tenant] has no use of his right side due to a stroke. I would say with his disability that you should do the repairs. If he wasn't disabled he would have no problem doing the small jobs. This form is not clear enough for people who have no movement. [Tenant] is retired so he could do with information on how his housing benefit will be paid as he doesn't claim universal credit.</p>	551	<p>E-mail response: 5.1.18</p> <p>Thank you for responding to the recent consultation on the proposed changes to the tenancy agreement. We are now analysing the responses to the consultation and will report back to tenants on the results in due course. As you raised a specific query on behalf of a tenant as part of the consultation (see below) I am writing to respond directly to that enquiry:</p> <p><b><i>[Tenant] has no use of his right side due to a stroke, I would say with his disability that you should do the repairs. If he wasn't disabled he would have no problem doing the small jobs. This form is not clear enough for people who have no movement. [Tenant] is retired so he could do with information on how his</i></b></p>

		<p><b><i>housing benefit will be paid as he doesn't claim universal credit.</i></b></p> <p>The responses to the consultation will inform what arrangements the Council will put in place for tenants who are unable to carry out the list of repair jobs we have proposed transferring the responsibility for. Factors such as disability will be taken into account in the proposed changes and tenants will be advised of these in due course when the outcomes of the consultation is published.</p> <p>If [Tenant] is receiving a state pension age he will not be transferring onto Universal Credit. His Housing Benefit would continue to be paid directly to the Council. If [Tenant] is retired but under State Pension Age then a claim for Universal Credit may need to be made. This will only need to be done once a letter from the Department of Work and Pensions (DWP) is received advising of the change. The details of the process will be set out in the DWP letter. The link below is to the Government website that sets out the principles of Universal Credit and Housing costs. <a href="https://www.gov.uk/housing-and-universal-credit">https://www.gov.uk/housing-and-universal-credit</a></p> <p>If you have any further enquiries please do</p>
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			not hesitate to get in touch
	In regards to the repairs where do you draw the line between major and minor repairs? What repairs are tenants expected to do?	704	<p>Thank you for responding to the recent consultation on the proposed changes to the tenancy agreement. We are now analysing the responses to the consultation and will report back to tenants on the results in due course. As you raised a specific query as part of the consultation (see below) I am writing to respond directly to that enquiry:</p> <p><b><i>In regards to the repairs where do you draw the line between major and minor repairs? What repairs are tenants expected to do?</i></b></p> <p>In the consultation pack you should have received a document setting out the repair obligations of the Council and tenants and what the proposed changes to this would be. Apologies if you did not receive this in your consultation pack – I have attached the document to this e-mail for your reference. If you need a paper copy please advise and I will send one to you.</p> <p>If you have any further queries please do not hesitate to get in touch.</p> <p>Regards</p>
	Change to paying Severn Trent direct. I	883	Contacted ----- 22.12.17 to check

	<p>contacted them as suggested in your letter and they replied that they would need notification from CBC before I can sort my mum's payment plan/meter. Please clarify as my email to CBC enquiries has been ignored.</p>	<p>whether 3C's enquiry responded to.</p> <p>----- confirmed no enquiry on 3C's system 28.12.17.</p> <p>Reply to [Tenant] 5.1.17: Thank you for responding to the recent consultation on the proposed changes to the tenancy agreement on behalf of your mother. We are now analysing the responses to the consultation and will report back to tenants on the results in due course. As you raised a specific query as part of the consultation (see below) I am writing to respond to that enquiry:</p> <p><b>Change to paying Severn Trent direct. I contacted them as suggested in your letter and they replied that they would need notification from CBC before I can sort my mum's payment plan/meter. Please clarify as my email to CBC enquiries has been ignored.</b></p> <p>I have checked with our online enquiries system and not found any record of a query being raised in relation to your mums property and Severn Trent water. If you have contacted a specific person – or have a copy of the original e-mail please could you advise / forward on and I will look into why no response was provided.</p>
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		<p>The process of organising the transfer of water accounts from Chesterfield Borough to Severn Trent is ongoing. Severn Trent will be making contact with all tenants who pay their water rates to the Council over the next few months. This will enable tenants to ensure they can get access to the most financially beneficial product for their level of water use and to sort appropriate payment arrangements.</p> <p>Tenants can request the installation of a water meter (and payment directly to Severn Trent) at any time. This option has always been available to tenants and is separate to the current process of moving the accounts from Chesterfield Borough to Severn Trent. If you want to move your mum to a water meter Severn Trent should be able to do this without issue – or the need to contact Chesterfield Borough Council. Severn Trent will notify us once the change has been made. There are a few – rare – occasions where a water meter cannot be fitted though Severn Trent will advise you of this if it is the case for your mums property</p> <p>If you need any further clarification please get in touch.</p>
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	<p>The Council have always been very helpful and very kind to me, I really appreciate I was so fortunate to when I got my flat. Thank you so much. My home really is my pride and joy. Will the Council be able to send me a payment book for Severn Trent Water so I can pay my water rates directly to Severn Trent please? I have no problem paying my water rates to Severn Trent but need a payment book or card.</p>	534	<p>Letter written 22.12.17 Text attached below:  <b>Query from Chesterfield Borough Council Tenancy Agreement Consultation November 2017</b></p> <p>Thank you for responding to the recent consultation on the proposed changes to the tenancy agreement. We are now analysing the responses to the consultation and will report back to tenants on the results in due course. As you raised a specific query as part of the consultation (see below) I am writing to respond directly to that enquiry:</p> <p><b><i>The Council have always been very helpful and very kind to me, I really appreciate I was so fortunate to when I got my flat. Thank you so much. My home really is my pride and joy. Will the Council be able to send me a payment book for Severn Trent Water so I can pay my water rates directly to Severn Trent please? I have no problem paying my water rates to Severn Trent but need a payment book or card.</i></b></p> <p>In the new year Severn Trent will be in touch with every tenant to go over their payment options and ensure they are on the most appropriate payment plan for the circumstances. Severn Trent have many</p>
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			<p>different payment options available for their customers including using payment cards.</p> <p>If you have any further enquiries please do not hesitate to get in touch</p> <p>Posted 4.1.18</p>
	Don't understand changes, I have learning difficulties	953	<p>Referred to ----- and -----</p> <p>22.12.2017</p>

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# **Chesterfield Borough Council**

## **Tenancy Agreement – Residential Tenancies**

**1 April 2018**

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

Rent	£
Other Charges (Specify)	£
	£
	£
<b>TOTAL</b>	£

Your home is in supported accommodation

Tick

You have a secure tenancy with the council

You have an introductory tenancy with the council

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.
The council	Chesterfield Borough Council
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 home 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: <ul style="list-style-type: none"> <li>• any invertors, meters, monitoring equipment, cabling and other associated media and works and;</li> <li>• any addition or replacement,</li> </ul> that we, or a third party with our permission, may install
Fixture	A piece of equipment or furniture which is fixed in position in a building, e.g., a light fitting.
Grid	The system for transmission of electricity (local and high voltage) in England and Wales as operated by persons licensed by the relevant licensor or regulator (e.g., Ofgem)
Hardstanding	A driveway or paved area used for parking a vehicle.
Lodger	Someone who lives in your home but does not have the right to keep you out of any part of it.
Notice	A formal written statement of intention (e.g., notice to end the tenancy).
Nuisance	Includes any behaviour which the Council considers to be harmful, annoying or offensive.
Renewable heat equipment	Renewable heat technology 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.
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 the right to keep you out of a part of the home you live in.
Tenancy	An introductory, secure tenancy or fixed term tenancy.
Tenant(s)	An introductory tenant(s), secure tenant(s) or fixed term tenant(s).
Vexatious	A comment or complaint is one which has no merit and is made with the intention of harassing, annoying or subduing someone. For example, it may be frivolous, repetitive or unwarranted.
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"> <li>• any part of the roof of the dwelling-house and</li> <li>• any structural part of the dwelling-house.</li> </ul>

## 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. If we want to evict you, 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. This includes posting it through the letterbox at your home, leaving it with someone at your home, fixing it to your home or 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. Breaking 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 outside 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 anything 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, put out bins, 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 an infestation is not caused as a result of you doing, or not doing something.

### **5. Gardens and Boundaries**

## **Your Obligations**

### **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 Notice boards and signs

You must not display any advertisement, sign or notice board in your home, any communal area or land owned or managed by the council without our written consent.

### **6.5 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.

### **6.6 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 keep 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, or 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., the build-up of furniture, personal belongings, stored items, items 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 gas appliances are working correctly and to 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 our staff 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 land owned or managed by the council
- 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 causes 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 be, 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 managed 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 managed by the council.
- A motor home on a garden, driveway, paved area around your home, hard standing or any land owned or managed 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 managed 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 within the boundaries of your home, or on land owned or managed by the council, 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. These must be 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 near your home 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 an animal or animals into your home where you have been told to remove an 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, look after 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.

## **12.9 Supported housing (continued)**

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 animal 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 your home.

“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

To avoid 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, 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 make sure that 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

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

#### 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 item left in your home, or in any communal area, or garden, or on any land owned or managed by the council, or public areas, will 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 end on a Monday. This means the whole tenancy terminates for all 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
- 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.**

**I understand that I may lose my home if I do not keep a condition of the tenancy agreement.**

**Signed by Tenant(s):**

<b>Name of Tenant 1</b> (Block Capitals)	<b>Signature of Tenant 1</b>	<b>Date</b>
<b>Name of Tenant 2</b> (Block Capitals)	<b>Signature of Tenant 2</b>	<b>Date</b>
<b>Name of Tenant 3</b> (Block Capitals)	<b>Signature of Tenant 3</b>	<b>Date</b>

**Signed on Behalf of the council:**

<b>Name of Officer</b> (Block Capitals)	<b>Signature of Officer</b>	<b>Date</b>
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## Appendix 5

# Summary of Proposed Changes in Repair Obligations and Timescales

Notes:

All Council repairs assume fair wear and tear and NOT misuse or deliberate or reckless damage, or where the repair is needed as a result of lawful forced entry, neglect or sub-standard work by tenant.

**Any repair to an item which is a fixture or fitting installed by the tenant, with or without permission from the Council, is the responsibility of the Tenant**

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Repair	Existing	Proposed	Change?	Notes
<b>General and miscellaneous</b>				
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	Council	Council		
Infestations (of any kind, to include, mice, cockroaches and bed bugs)	Council	Recharged to Tenant	✓	Charges will be made in accordance with the Council's agreed fees and charges
<b>Adaptations</b>				

Repair	Existing	Proposed	Change?	Notes
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 / broken	Council	Council		
<b>Aerials, satellite dishes and TV outlets</b>				
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 <b>or is not working properly</b>	Council	Recharged to Tenant	✓	<b>Unless a communal TV aerial</b>
<del>TV outlet is not working properly</del>	<del>Council</del>	<del>Recharged to Tenant</del>	<del>✓</del>	<del><b>Unless a communal TV aerial</b></del>
<b>Baths, sinks, basins, showers and toilets</b>				
Trying to clear blocked baths, basins, sinks, toilets and drains	Council	Tenant	✓	This assumes blockages can be cleared with a plunger or suitable cleaning agent and <b>not</b> attempting to clear / empty pipework. <b>Once a tenant has tried to clear if a blockage remains they should contact the Council for a non-rechargeable repair. Provide YouTube videos to assist</b>
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	✓	This assumes blockages can be cleared with a plunger or suitable cleaning agent and <b>not</b> attempting to clear / empty pipework. <b>Once a tenant has tried to clear if a blockage remains they should contact the Council</b>

Repair	Existing	Proposed	Change?	Notes
				<b>for a non-rechargeable repair. Provide YouTube videos to assist</b>
Replacing plugs and chains to baths, basins and sinks	Council	Tenant	✓	

Repair	Existing	Proposed	Change?	Notes
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		
<b>Basins and sinks</b>				
Trap to sink/basin damaged	Council	Recharged to tenant	✓	
Waste to sink/basin is leaking	Council	Council		
Waste to sink/basin is blocked	Council	Tenant	✓	This assumes blockages can be cleared with a plunger or suitable cleaning agent and <b>not</b> attempting to clear / empty pipework. <b>Once a tenant has tried to clear if a blockage remains they should contact the Council for a non-rechargeable repair. Provide YouTube videos to assist.</b>
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		

Repair	Existing	Proposed	Change?	Notes
<b>Baths and showers</b>				
Bath is blocked	Council	Tenant	✓	This assumes blockages can be cleared with a plunger or suitable cleaning agent and <b>not</b> attempting to clear / empty pipework. <b>Once a tenant has tried to clear if a blockage remains they should contact the Council for a non-rechargeable repair. Provide YouTube videos to assist.</b>
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		
<b>Showers</b>				
Electric shower not working properly	Council	Council		
Sealant around shower/water seeping between shower and wall	Council	Council		
Shower head blocked ( <b>*This and the following item were one on consultation list and were both tenant responsibility</b> )	Council	Tenant,	✓	<b>Once a tenant has tried to clear if a blockage remains they should contact the Council for a non-rechargeable repair. Provide YouTube videos to assist.</b>
Shower head damaged*	Council	Tenant <b>Recharged to Tenant</b>	✓	
Hose is damaged	Council	Tenant <b>Council</b>	✓	
Mixing valve is not working properly	Council	Council		

Repair	Existing	Proposed	Change?	Notes
Sliding shower holder is damaged	Council	Tenant <b>Recharged to Tenant</b>	✓	
Shower tray and waste damaged	Council	Recharged to tenant	✓	
Shower curtain rail is broken	Council	Tenant <b>Council</b>	✓	
Shower curtain rail is loose	Council	Tenant <b>Council</b>	✓	
Shower curtain is damaged or missing	Council	Recharged to tenant <b>Tenant</b>	✓	A shower curtain will be installed on new tenancies <b>only</b> which the tenant will then be expected to maintain / replace.
Shower waste is blocked	Council	Tenant	✓	This assumes blockages can be cleared with a plunger or suitable cleaning agent and <b>not</b> attempting to clear / empty pipework. <b>Once a tenant has tried to clear if a blockage remains they should contact the Council for a non-rechargeable repair. Provide YouTube videos to assist.</b>
Shower cord is broken	Council	Council		
Shower over bath (fitted by Tenant)	Tenant	Tenant		
<b>Toilets</b>				
Taking action to prevent toilet from becoming blocked and try to clear if it does become blocked	Tenant	Tenant		The tenant will <b>only</b> be expected to clear a blocked pan any blockage into the drainage system will continue to be the responsibility of the Council
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	✓	

Repair	Existing	Proposed	Change?	Notes
Toilet pan blocked	Council	Recharged to tenant <b>Tenant</b>	✓	The tenant will <b>only</b> be expected to clear a blocked pan any blockage into the drainage system will continue to be the responsibility of the Council. <b>Once a tenant has tried to clear if a blockage remains they should contact the Council for a non-rechargeable repair, unless the blockage has been caused by an item which is non flushable when it will be subject to a recharge. Provide YouTube videos to assist.</b>
Blocked toilet due to nappy, toy, <b>baby wipes, hand towels, paper towels, sanitary products, other non-flushable items</b> etc.	Recharged to tenant	Recharged to tenant		
Toilet leaking or loose	Council	Council		
<b>Communal areas and door entry</b>				
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		
<b>Doors and windows</b>				
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 t	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		

Repair	Existing	Proposed	Change?	Notes
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		
<b>Doors, locks and door closers</b>				
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		
<b>Doors - locks, access and boarding</b>				
Replacing keys, door entry fobs or locks when 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		
<b>Doors - external doors</b>				

Repair	Existing	Proposed	Change?	Notes
Providing/replacing door knockers, bells, security chains, letter plates or numbers ( <b>*This repair item has been split into the two items below.</b> ) <b>Note: These items are not fitted on new doors on the capital door renewal programme.</b>	Council	<b>See below</b>		
Providing/replacing security chains, letter plates or numbers*	Council	Tenant <b>Council</b>		
Providing/replacing door knockers / bells*	Council	Tenant	✓	This will include replacing door knockers and bells fitted by any previous tenant with permission <b>These items are not fitted on new doors on the capital door renewal programme.</b>
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		

Repair	Existing	Proposed	Change?	Notes
Steel door will not open or close properly	Council	Council		
Aluminium door will not open or close properly	Council	Council		
<b>Doors - internal</b>				
Replacing locks, handles and latches on internal doors	Council	Council		
Oiling hinges and locks, and adjusting doors for new carpets ( <b>*This item has been separated out into the two items below</b> )	Council	Tenant	✓	



Repair	Existing	Proposed	Change?	Notes
Oiling hinges and locks,	Council	Tenant	✓	
Adjusting doors for new carpets	Council	Tenant <b>Council</b>	✓	
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		

Repair	Existing	Proposed	Change?	Notes
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		

Repair	Existing	Proposed	Change?	Notes
Soil pipe is blocked	Council	Council		
<b>Electrics</b>				
Resetting trip switches and, if necessary, turning off the mains supply	Council	Tenant	✓	<b>Once a tenant has tried to reset if an issue remains they should contact the Council for advice / repair. YouTube videos to assist,</b>
Resetting the circuit breakers on the consumer unit	Council	Tenant	✓	<b>Once a tenant has tried to reset if an issue remains they should contact the Council for advice / repair. YouTube videos to assist,</b>
Replacing fluorescent tubes and starters	Council	Tenant <b>Council</b>	✓	<b>Fluorescent tubes to be phased out on repair / capital programme where possible</b>
Lightbulbs ( <b>Bayonet or screw fit</b> ), plugs and fuses	Council	Tenant	✓	<b>You Tube video to assist</b>
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	✓	<b>These items are not fitted on new doors on the capital door renewal programme.</b>
<b>Smoke alarms and carbon monoxide detectors</b>				
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		
<b>Sockets and power</b>				
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		

Repair	Existing	Proposed	Change?	Notes
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	✓	The tenant should contact their telephone provider <b>Note: This wasn't on our original list of repair items but has been included to bring in line with other Housing Providers</b>
<b>Communal and external lighting</b>				
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		
<b>Domestic lighting</b>				
Batten holder is damaged	Council	Recharged to tenant	✓	
Lampholder is damaged	Council	Recharged to tenant	✓	
Ceiling pull switch is damaged	Council	Recharged to tenant	✓	
Any light fitting is loose	Council	Council		
Total loss of electric lighting	Council	Council		
Cord to ceiling pull switch is damaged	Council	Tenant <b>Recharge to Tenant</b>	✓	
<b>Cord to ceiling pull switch is broken</b>	<b>Council</b>	<b>Council</b>		<b>This has been included as an extra item where broken through fair wear and</b>

Repair	Existing	Proposed	Change?	Notes
				<b>tear</b>
Fault in lighting circuit	Council	Council		
Water has leaked onto electrics	Council	Council		
Single switch is damaged	Council	Recharged to tenant	✓	
<b>Single switch is faulty</b>	<b>Council</b>	<b>Council</b>		<b>This has been included for clarification</b>
Double switch is damaged	Council	recharged to tenant	✓	
<b>Double switch is faulty</b>	<b>Council</b>	<b>Council</b>		<b>This has been included for clarification</b>
Triple switch is damaged	Council	Recharged to tenant	✓	
<b>Triple switch is faulty</b>	<b>Council</b>	<b>Council</b>		<b>This has been included for clarification</b>
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		<b>This is a duplicate item to the section on electrics above</b>
<b>Extractor fans</b>				
Extractor fan not working properly	Council	Council		
<b>Floor and wall tiles</b>				
Quarry tiles are loose	Council	Council		<b>The Council will only repair / replace tiles with as near a match to existing as possible</b>
Vinyl tiles are loose	Council	Council		<b>The Council will only repair / replace tiles with as near a match to existing as possible</b>
Tiles to fire surround are loose	Council	Council		<b>The Council will only repair / replace tiles with as near a match to existing as possible Currently being phased out as fire surrounds are replaced on central heating programme</b>

Repair	Existing	Proposed	Change?	Notes
Tiles to fire surround are damaged or missing	Council	Recharged to tenant	✓	<b>Currently being phased out as fire surrounds are replaced on central heating programme</b>
Grouting is damaged	Council	Council		
Wall tiles are loose	Council	Council		<b>The Council will only repair / replace tiles with as near a match to existing as possible</b>

Repair	Existing	Proposed	Change?	Notes
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		
<b>Floors, walls and ceiling repairs</b>				
Internal decoration	Tenant	Tenant		
Minor decorative cracks	Tenant	Tenant		
Skirting board is loose	Council	Council		
Skirting board is damaged	Council	Recharged to tenant	✓	
Floorboards or floor panels are loose	Council	Council		
Floorboards or floor panels are damaged	Council	Recharged to tenant	✓	<b>This will not include consequential damage as a result of other defects, e.g. leaking bath, rising damp etc</b>
Surface mould to wall	Council	Tenant	✓	The tenant will <b>only</b> be responsible where this is caused by lifestyle / inadequate heating and ventilation and not by disrepair
Treating walls for mould caused by condensation	Council	Tenant	✓	<b>See above</b>
Minor Cracks in ceiling	Council	Tenant	✓	<b>This is only MINOR cracks. YouTube video and clarification provided as to size which you are expected to repair as</b>

Repair	Existing	Proposed	Change?	Notes
				<b>a tenant.</b>
Cracks to ceiling (not minor cracks – see above)	Council	Council	✓	<b>Additional line to clarify above.</b>
Plasterboard to ceiling is damaged	Council	Council		
PVC air vent grill is damaged	Council	Tenant <b>Recharge to Tenant</b>	✓	<b>This will ensure that an air grill with the correct amount of free air space is fitted.</b>
Filling nail/screw holes in walls and ceilings	Tenant	Tenant		
Grouting wall tiles	Tenant	Tenant		
<b>Gutters and rainwater goods</b>				
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		
<b>Heating and hot water</b>				
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	✓	<b>Once a tenant has tried to rectify they should contact the Council for a non-rechargeable repair if it still does not work. YouTube video to assist. Note all boilers fitted by CBC have an internal filling loop, with keyless operation.</b>
Pilot light on boiler will not light	Council	Council		
Relighting the pilot light on boilers	Council	Tenant <b>Council</b>		<b>Until all boilers with pilot lights phased out.</b>

Repair	Existing	Proposed	Change?	Notes
No heating	Council	Council		<b>Tenant should check the thermostat is set correctly, it is switched on at the mains, there is no power cut prior to contacting the Council</b>
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	✓	<b>Once a tenant has tried to rectify they should contact the Council for a non-rechargeable repair if it still does not work. YouTube video to assist, this is not usually a requirement following installation of Combi boilers (pressurised systems)</b>
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	✓	<b>YouTube video to assist</b>
Renewing batteries to heating controls	Council	Tenant	✓	<b>Note: heating controls in in sheltered schemes, older person's bungalows and similar do not have controls that require batteries fitted. You Tube video to assist</b>
<b>Hot water</b>				
No hot water from boiler or cylinder	Council	Council		

Repair	Existing	Proposed	Change?	Notes
Cylinder leaking	Council	Council		
Cylinder jackets	Tenant	Tenant		
Immersion heater is not working properly	Council	Council		
<b>Kitchen units</b>				The Council will <b>only</b> repair/replace with as near a match to the existing as possible
Damaged or missing parts to cupboards	Council	Council		
Damaged or missing parts to shelves	Council	Council		
Damaged or missing parts to drawers	Council	Council		
Damaged or missing parts to worktops, edging, joint strips and legs	Council	Council		
Cupboard doors damaged, missing, loose, and damage to hinges	Council	Council		
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		
<b>Outside the property</b>				
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	✓	The Council will <b>only</b> undertake repairs to fencing / gates and walls in place when the property is let and where it is cost effective to do so. Where a repair can no longer reasonably be carried out, the Council may remove the fencing / gate / wall and mark



Repair	Existing	Proposed	Change?	Notes
				the boundary line. <b>If a single panel / post or short area is broken the tenant can elect to be recharged for a replacement rather than having the entire run of fencing removed. A programme of replacement has been included in the Housing Capital Programme from 2018/19 onwards, this will be carried out on an estate basis – the new fence will then become tenant responsibility</b>
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 Council will continue to maintain the main path from the gate to the front and back door
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		
<b>Stairs and steps (internal)</b>				
Missing or damaged handrails, bannisters, balusters, newel posts, panels and rails	Council	Council		
Repairs to risers, treads, and winders	Council	Council		
<b>Tanks, pipework and valves</b>				
Valves damaged or leaking	Council	Council		
Stop tap damaged or leaking	Council	Council		

Repair	Existing	Proposed	Change?	Notes
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	✓	<b>Note: 'Surestop' stopcocks now being fitted on kitchen renewals. This is a switch on the kitchen wall which makes turning the water supply off easier</b>
External taps	Council	Tenant	✓	
<b>Water services</b>				
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		
<b>Garages</b>				
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		
<b>Gardens</b>				

Repair	Existing	Proposed	Change?	Notes
Keeping the garden of the property tidy and in an acceptable condition	Tenant	Tenant		
Clearing an overgrown garden	Recharged to tenant	Recharged to tenant		<b>Overgrown gardens will be cleared on a re-let and re-charged to the previous tenant, it then becomes the new tenants responsibility to maintain in accordance with the tenancy agreement</b>

Current Repair Response Times	Proposed Repair Response Times	Change?
<p><b>Within 24 hours</b></p> <p><b>Emergency</b> works (detrimental to life and limb and/or property). It is likely that the initial repair will be temporary. Examples include:</p> <ul style="list-style-type: none"> <li>• Complete loss of power or heating</li> <li>• A flood or seriously leaking pipe</li> <li>• Something else that is a serious risk to health and safety</li> </ul>	<p><b>Within 24 hours</b></p> <p><b>Emergency</b> works (detrimental to life and limb and/or property). It is likely that the initial repair will be temporary. Examples include:</p> <ul style="list-style-type: none"> <li>• Complete loss of power or heating</li> <li>• A flood or seriously leaking pipe</li> <li>• Something else that is a serious risk to health and safety</li> </ul>	
<p><b>Within 3 working days</b></p> <p><b>Urgent</b> repairs but are not immediate emergencies. Examples include:</p> <ul style="list-style-type: none"> <li>• Partial loss of power or water supply</li> <li>• Heating or Hot Water not working between May and October</li> <li>• Blocked sink, bath or basin</li> <li>• Loose or detached banister or handrail</li> </ul>	<p><b>Within 3 working days</b></p> <p><b>Urgent</b> repairs but are not immediate emergencies. Examples include:</p> <ul style="list-style-type: none"> <li>• Partial loss of power or water supply</li> <li>• Heating or Hot Water not working between May and October</li> <li>• Blocked sink, bath or basin</li> <li>• Loose or detached banister or handrail</li> </ul>	
<p><b>Within 5 working days</b></p> <p><b>Urgent</b> repairs but are not immediate emergencies. Examples include:</p> <ul style="list-style-type: none"> <li>• No light in one room</li> <li>• No heat from one radiator</li> </ul>	<p>These repairs will now be carried out within 30 days by appointment, subject to individual circumstances.</p>	✓

<b>Current Repair Response Times</b>	<b>Proposed Repair Response Times</b>	<b>Change?</b>
<ul style="list-style-type: none"> <li>A minor leak from the kitchen sink</li> </ul>		
<p><b>Within 7 working days</b></p> <p><b>Urgent</b> repairs but are not immediate emergencies. Examples include:</p> <ul style="list-style-type: none"> <li>Mechanical extractor fan not working</li> <li>Door entry phone not working</li> </ul>	<p><b>Within 7 working days</b></p> <p><b>Urgent</b> repairs but are not immediate emergencies. Examples include:</p> <ul style="list-style-type: none"> <li>Mechanical extractor fan not working</li> <li>Door entry phone not working</li> </ul>	
<p><b>Within 15 working days</b></p> <p><b>Priority</b> repairs, that are needed sooner than 'routine'</p>	<p>These repairs will be carried out within 30 days by appointment</p>	<p>✓</p>
<p><b>Within 20 working days</b></p> <p><b>Routine</b> repairs. They are things we must put right but are repairs that don't cause a risk to your health and safety.</p>		<p>✓</p>
	<p><b>Up to 30 working days, by appointment</b></p> <p><b>Routine</b> repairs. They are things we must put right but are repairs that don't cause a risk to your health and safety.</p>	<p>✓</p>

# Chesterfield Borough Council

## Equality Impact Assessment - Full Assessment Form

Service Area: Homes and Communities  
Section: Housing Services  
Lead Officer: Alison Craig

Title of the policy, project, service, function or strategy the preliminary EIA is being produced for: **Results of Tenant Consultation for Changes to Council Housing Tenancy Agreement**

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

Existing   
Changed   
New/Proposed

### **STEP 1 – MAKE SURE YOU HAVE CLEAR AIMS AND OBJECTIVES**

What is the aim of the policy, project, service, function or strategy?

The purpose of the report is to seek final approval from Cabinet to make changes to the housing tenancy agreement and repairing obligations relating to secure and introductory tenants following comprehensive consultation with tenants on these proposed changes.

Who is the policy, project, service, function or strategy going to benefit and how?

These are set out at section 3.1 and section 5 of the covering report

What outcomes do you want to achieve?

There are a number of outcomes that the Housing Service wishes to achieve:

Mitigate the risk of increased rent arrears from Universal Credit recipients where UC paid over 52 weeks and rent collection on a 48 week basis.

Removal of ambiguous clauses and obligations within the Tenancy Agreement resulting in cases not successful at court / legal stage

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). Part of this will be the transfer of repair obligations to tenants.

What barriers exist for both the Council and the groups/people with protected characteristics to enable these outcomes to be achieved?

Aware of implications of impact of changes to repairs obligations. This has been factored into the consultation to ensure adequate provision to cover these groups is developed in final proposals

## **STEP 2 – COLLECTING YOUR INFORMATION**

What existing data sources do you have to assess the impact of the policy, project, service, function or strategy?

The data has been collected as part of the tenant consultation process on the proposed changes

## **STEP 3 – FURTHER ENGAGEMENT ACTIVITIES**

Please list any additional engagement activities undertaken to complete this EIA e.g. met with the Equalities Advisory Group, local BME groups, Employee representatives etc. Could you also please summarise the main findings.

The process for amending the tenancy agreement has been developed over eighteen months through consultation with Members, Tenant steering groups and officers to identify required changes. When amending a tenancy agreement Legislation requires the Housing Service to advise tenants of the intention through serving a notice of variation. Therefore as part of the process a full consultation with all tenants was undertaken.

<b>Date</b>	<b>Engagement Activity</b>	<b>Main findings</b>
July 16- Mar 17	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	<ul style="list-style-type: none"> <li>• 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)</li> <li>• A reduced and re-phased capital programme</li> <li>• 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</li> <li>• Mitigating income loss through bad debts (rent arrears) and having properties stood empty (voids)</li> </ul>
April – Aug 2017	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. These recommendations included several things that required changes to the tenancy agreement. Opportunity was taken to consult on other proposed changes as part	<ul style="list-style-type: none"> <li>• Reviewing tenant repairing obligations e.g. tenants taking more responsibility for their own repairs and damage</li> <li>• Reviewing repair response times</li> <li>• Reviewing void standards and undertaking some work after a property has been re-let as part of the Housing Capital Programme</li> <li>• Adopting a standard approach to the removal of the previous tenants fixtures and fittings</li> </ul>

	of consultation.	
October November 2017	Full written consultation with the Councils 9,200 tenant households. Ability to complete online offered	Outcomes are attached as <b>Appendix 1 and 2</b> and detailed in main report
October November 2017	Programme of Consultation Events linked to the written consultation. Advertised in 'Our Homes' was provided for tenants to attend to discuss the proposals. These were held in locations across the Borough and at different times to maximise opportunity to attend.	Outcomes are attached as <b>Appendix 1 and 2</b> and detailed in main report

**STEP 4 – WHAT’S THE IMPACT?**

Is there an impact (positive or negative) on some groups/people with protected characteristics in the community? (think about race, disability, age, gender, religion or belief, sexual orientation and other socially excluded communities or groups). You may also need to think about sub groups within each equalities group or protected characteristics e.g. older women, younger men, disabled women etc.

Please describe the potential impacts both positive and negative and any action we are able to take to reduce negative impacts or enhance the positive impacts.

<b>Group or Protected Characteristic</b>	<b>Positive impacts</b>	<b>Negative impacts</b>	<b>Action</b>
Age – including older people and younger people.		Transfer of repair obligations meaning that elderly tenants may struggle to carry out minor	See below



		repairs	
Disabled people – physical, mental and sensory including learning disabled people and people living with HIV/Aids and cancer.		Transfer of repair obligations meaning that disabled tenants may struggle to carry out minor repairs	See below
Gender – men, women and transgender.	None	None	
Marital status including civil partnership.	None	None	
Pregnant women and people on maternity/paternity. Also consider breastfeeding mothers.	None	None	
Sexual Orientation – Heterosexual, Lesbian, gay men and bi-sexual people.	None	None	
Ethnic Groups	None	None	
Religions and Beliefs including those with no religion and/or beliefs.	None	None	
Other groups e.g. those experiencing deprivation and/or health inequalities.	Change to a 52 week rent year will ensure rent year reflects the payment of benefits mitigating potential for rent arrears to accrue	None	

From the information gathered above does the policy, project, service, function or strategy directly or indirectly discriminate against any particular group or protected characteristic?

Yes   
No

If yes what action can be taken to stop the discrimination?

Following the consultation the list of repairs where proposals to transfer responsibility to the tenant has been amended to take into account the issues raised by Disabled and Elderly tenants. The amended list is attached as **Appendix 5** Summary of Proposed Changes in Repair Obligations and Timescales. It is also proposed that a series of You Tube videos be produced to demonstrate how minor DIY tasks can be undertaken. In addition it is proposed that some DIY classes for tenants be established. Where a tenant has 'tried' to rectify a repair that is their responsibility e.g. unblock sink, if this has been unsuccessful they can contact the council for a new, rechargeable repair. This would also be possible where a vulnerable tenant is unable to attempt a repair due to their disability e.g. reset trip switch at high level when tenant is in a wheelchair.

## **STEP 5 – RECOMMENDATIONS AND DECISION MAKING**

How has the EIA helped to shape the policy, project, service, function or strategy or affected the recommendation or decision?

The Housing Service was aware of the potential impact of changes and therefore the consultation included facility for respondents to highlight any disability or age related issues that could arise from the proposed changes to feed into the response to the repairs and maintenance changes.

How are you going to monitor the policy, project, service, function or strategy, how often and who will be responsible?

The impact of the proposed tenancy agreement changes will be measured in several ways:

- Routine Rental Income monitoring will identify the effect of removing water charges and changing to a 52 week rent year
- Repairs and Maintenance budgets will be monitored to identify whether the savings have been achieved.
- Monitoring of take up of Commercial Services paid for repairs service by council tenants
- A six and twelve month review of the impact of the proposed changes in order to identify whether any other mitigating actions need to be introduced e.g. a Handyvan Service

## **STEP 6 – KNOWLEDGE MANAGEMENT AND PUBLICATION**

Please note the draft EIA should be reviewed by the appropriate Head of Service/Service Manager and the Policy Service before WBR, Lead Member, Cabinet, Council reports are produced.

Reviewed by Head of Service/Service Manager

Name:

Date:

Reviewed by Policy Service

Name:

Date:

Final version of the EIA sent to the Policy Service

Decision information sent to the Policy Service

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## For publication

### **Chesterfield Markets Fees and Charges 2018/19 (TV000)**

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Meeting: Cabinet

Date: 30 January 2018

Cabinet portfolio: Town Centre and Visitor Economy

Report by: Town Centre Operations Manager

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#### **1.0 Purpose of report**

1.1 To set the fees and charges for the Chesterfield open markets and the Sunday car boot sale from 1 April 2018.

#### **2.0 Recommendations**

2.1 That no increase in stall fees be introduced from 1 April 2018 on all stall rents on the general, flea and farmer's markets.

2.2 That the decline in occupancy levels of 6% be included in 2018/19 target income.

2.3 That there should be no increase in fees at the car boot sale fee held under licence by Chesterfield Football Club at the Proact Football Stadium.

2.4 That there should be no increase on electricity, storage charges and the publicity levy on the open market.

2.5 That no rent free holiday period be offered to licensed traders for 2018/19, to help offset the nil stall rent increase.

### 3.0 **Background**

- 3.1 Stall rents on the general markets vary in price according to four main factors:
- Length of stall – stalls are available in three sizes: 8 foot, 10 foot and 12 foot.
  - Day of the week – in recognition of the fact that the Monday and Friday markets are not as popular as the Saturday market, rents are lower on these days compared to Saturday. Thursday rents are comparable to Saturday. Tuesday and Wednesday are now available to selected traders.
  - Location in the town centre – rents reflect the anticipated footfall. Stalls on Central Pavement and Packers Row have the highest rents, and only pop-up marquees are available on Central Pavement.
  - Location within the market – again this reflects the anticipated footfall. Premium priced stalls are considered to be the top and bottom rows of the Market Place and New Square and the south side of the Market Hall. Intermediate priced stalls are located at the end of a row and centre aisles in both the Market Place and New Square. The lowest priced stalls are the inside stalls in both New Square and the Market Place, areas with the lowest footfall.
- 3.2 The popularity of a stall location is reflected in the stall rents which range from £9.70 for an inside, 8 foot stall on Monday and Friday to £31.20 for a 12 foot, top or bottom row stall on Saturday. A full list of all the stall rents is attached in Appendix A.
- 3.3 The rents on the Thursday flea market follow a similar pricing structure to the general markets; the location and the length of stall determine the prices.
- 3.4 Included in the stall rent, traders are also charged for electricity at £1.50 per day and 20p publicity fee. £11.20 is charged per storage box, per week, if required.
- 3.5 On the car boot sale, now held at the Proact Football Stadium and managed by Chesterfield Football Club, all vehicles are

charged a fixed fee according to the number of parking spaces that they occupy. This is currently set at £10 per car space.

- 3.6 A fixed rent is also charged on the farmers' market, which takes place on the second Thursday of each month.
- 3.7 The hire of New Square by third party operators, such as the Artisan Market, is by negotiation but typically costs £300 per day if all the stalls are to be let out.

#### 4.0 **Current Situation**

- 4.1 Chesterfield is a historic market town and the success of the town as a shopping destination is often aligned with the performance of the market, both outdoor and indoor. Busy market days, particularly Event driven days, see the town centre become a lively, dynamic and social place.
- 4.2 The occupancy, and subsequently income, for the current financial year has shown a further decline, continuing the trend seen over the last 3 years and can be seen in the table below.
- 4.3 The decline in occupancy is due to a number of reasons, locally these include traders retiring, traders no longer being able to sustain their business, traders choosing to cease trading and seek paid employment, traders standing less days, traders exploring other markets, traders going on line to trade and traders moving into premises to grow their businesses.
- 4.4 Nationally many markets have declined citing the increase in on line shopping, competition from out of town retail, car parking charges, lack of investment in markets and both the decline in footfall on the High Street and market shopping as the contributing factor.

#### Market Occupancy

<b>2014/15</b>	Monday		Friday		Saturday		Thursday	
	Actual	%	Actual	%	Actual	%	Actual	%
Full Year	121	50%	125	52%	146	61%	160	89%
<b>2017/18</b>	Monday		Friday		Saturday		Thursday	
	Actual	%	Actual	%	Actual	%	Actual	%
April to	81	34%	89	37%	97	40%	139	77%

October							
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## 5.0 Proposed Charges for 2018/19

- 5.1 The council's budget strategy is to deliver a balanced and sustainable budget. Given the forecast budget deficit to the General Fund it is important that all potential increases to income streams are implemented.
- 5.2 It is part of this strategy to seek a minimum inflationary increase of 3% on all income streams across the Council in 2018/19 or greater, but only if the market will bear it. The council does need to show a reasonable return on its investment on what is a valuable town centre asset.
- 5.3 At the Markets Consultative Committee in October 2017 traders expressed their concerns for the future of the market and noted its continued decline. Traders asked for assistance from the council to revisit the proposed reconfiguration project and consider not imposing any rent increases for the year ahead as traders were struggling to sustain their businesses in these difficult trading times.
- 5.4 Retaining traders is crucial to the continued survival of the market, attracting and retaining new traders is increasingly difficult, confidence is low and getting established takes time, and unfortunately not many new traders are prepared to take the risk. It is therefore proposed that there is no increase in stall fees from 1 April 2018 on either the general or flea market.
- 5.5 Chesterfield stall fees are competitive and have been benchmarked with other local markets as can be seen in the table below.

Town	Mon	Tues	Wed	Thurs	Fri	Sat
Chesterfield	£9.70 to £20.10	£15.00 to £20.00	£15.00 to £20.00	£17.00 to £28.20	£9.70 to £20.10	£15.60 to £31.20
Bakewell	£26.30					
Ilkeston				£15.00	£15.00	£15.00
Mansfield		£11.00	£6.00	£11.00	£11.00	£16.00
Newark	£23.00		£23.00	£23.00	£23.00	£23.00



Rotherham	£15.95	£19.90	£14.75		£16.65	£16.65
Worksop			£14.50		£14.50	£13.50
Retford				£14.50	£13.50	£15.50

- Prices were obtained from individual operator websites and direct phone call
- Prices shown for other markets are the cheapest stalls available on that day
- All markets have introductory offers for new starters, generally £5 to £10 per stall for up to 3 months
- The majority of markets surveyed above, when questioned, were open to negotiation on stall prices
- All operators are not intending to increase their prices for 2018/19

5.6 It is difficult to directly compare stall rents between other markets for a variety of reasons, including facilities offered such as parking, lighting and stall sizes; location is always a key factor to a stalls worth and will be reflected in a premium price not represented in the table. This is evidenced here at Chesterfield with street pitches set at £34.80 on Mon/Thur/Fri and £45.90 on Saturday for a 3m area.

5.7 The National Market Traders Federation (NMTF) recognises that the industry as a whole nationally is facing difficult and uncertain times and urges Local Authorities to both support and invest in their markets if they are to compete with all the threats from differing retail channels and the current, continuing downturn on the High Street.

## 6.0 **Rent Free Holiday Entitlement 2018/19**

6.1 The concessionary free week rent given to licensed market traders has always been subject to the Council's financial position, in recognition of the current income deficit and the recommendation to not increase stall fees for 2018/19 no free rent week is proposed to licensed traders. This would result in a cost neutral situation if stall fees are not to be increased and no free week is given. It is felt that traders would accept this in return for not increasing stall fees.

## 7.0 **Financial Considerations**

- 7.1 If the proposed nil increase to the 2018/19 charges are accepted the target income from the general and flea markets will be an estimated **£497,600**. However, if the decline in occupancy levels continues, currently at 6%, this will have an adverse impact on income by reducing this target by £29,800 to £467,740.
- 7.2 The main items of expenditure on the markets are staffing costs, central recharges, refuse collection, business rates and maintenance.
- 7.3 If the anticipated income is achieved then, for the first time, the council will make a net deficit of £9,600 in 2017/18, £33,900 in 2018/19, and if the 6% decline in occupancy is included the net deficit would increase to £63,750.
- 7.4 Actions to improve this situation include further reducing operational and staffing costs, currently 2 posts have been kept vacant within the staffing structure. The main opportunity to increase trading is being focussed on additional event driven markets e.g. a street food offer, with a program currently in development for 2018/19 underway.
- 7.5 Economic Development have prepared a bid for funding the market reconfiguration project which has been submitted to the Sheffield City Region Investment Fund. This focusses on re-visiting the existing reconfiguration project options and how this will create employment opportunity outcomes if further developed and funded. The council is committed to ensuring the market continues to be a key attraction for the town centre creating both jobs and supporting the vitality of the town centre as a whole.
- 7.6 A review of the market operationally is being undertaken to identify where both potential savings can be made operationally and where additional income can be generated through new commercial opportunities such as the increase in event days.
- 7.7 The downturn in occupancy on New Square market is a matter of concern, in light of this it is necessary to either rationalise the existing trader offer into one market area or consider an alternative, complimentary use. The first stage in this will be an

initial discussion at the Markets Consultative Committee to gain an understanding of what alternative options could be considered.

## 8.0 Risk Management

8.1 Retail conditions remain difficult both in Chesterfield and nationally throughout both the markets as an industry and the high street in general.

Description of Risk	Likelihood	Impact	Mitigating Action	Resultant Likelihood	Resultant Impact
Adverse weather conditions, less trading days	H	H	Open for business protocol in place. Seasonal drop in income accounted for in budget.	M	M
Drop in occupancy levels	H	H	Ensure licensed traders have tangible benefits. Benchmark our activities and pricing structure against other local markets and car boot sales	M	M
Competitor activity/drop in footfall /increase in on line and out of town shopping	H	H	Vibrant town centre a priority. Investment in town centre, including markets.	M	M
No further investment in the market	M	H	Operate events to stimulate an increase in customer base	M	M

## 9.0 Equalities Impact Assessment (EIA)

9.1 The proposals have no negative impacts on any of the equalities groups.

## 10.0 Alternative Options to be Considered

- 10.1 An increase in market rents of 3% or greater could be introduced in line with the council's policy of seeking an above inflation increase in income, if sustainable. If a 3% increase was introduced this could potentially increase income by around £14,000, delivering a potential total income of £481,765. It is recognised, however, that based on the response of the market traders at the Markets Consultative Committee that this may not be sustainable and could have a detrimental impact on trader confidence and loyalty, stall occupancy and income.
- 10.2 An increase in market rents of less than 3% could potentially increase income by the following amounts, 0.5% could potentially increase income by £2,350, 1% could potentially increase income by £4,677, 1.5% could potentially increase income by £7,000 and 2% could potentially increase income by £9,350. Again these are viewed as having a detrimental impact on trader confidence and loyalty, stall occupancy and income.

#### 11.0 **Recommendations**

- 11.1 That there will be no increase in stall fees from 1 April 2018 on the general, flea and farmers markets.
- 11.2 That the decline in occupancy levels of 6% be included in 2018/19 target income.
- 11.3 That there should be no increase on the car boot sale fee at the Proact Football Stadium.
- 11.4 That there should be no increase on electricity, storage charges or the publicity levy on the open market.
- 11.5 That no rent free holiday period be granted to licensed traders for 2018/19.

#### 12.0 **Reasons for Recommendations**

- 12.1 To continue to secure a viable open air market in Chesterfield.
- 12.2 To ensure that the council continues to receive an acceptable return on a valuable town centre asset through supporting

traders during this continued economic downturn.

### **Decision information**

<b>Key decision number</b>	<b>786</b>
<b>Wards affected</b>	All
<b>Links to Council Plan priorities</b>	To provide value for money services

### **Document information**

<b>Report author</b>	<b>Contact number/email</b>
Andy Bond	5991
<b>Appendices to the report</b>	
Appendix A	Stall Rents 2018-19

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<b>MONDAY &amp; FRIDAY</b>	<b>RENT 18/19</b>	<b>LIGHT 18/19</b>	<b>PUB 18/19</b>	<b>TOTAL 18/19</b>
12' (3.65m) Top & Bottom Row	18.40	1.50	0.20	20.10
10' (3.04m) Top & Bottom Row	17.30	1.50	0.20	19.00
8' (2.43m) Top & Bottom Row	16.20	1.50	0.20	17.90
12' (3.65m) End Row & Centre Aisle	16.20	1.50	0.20	17.90
8' (2.43m) End Row & Centre Aisle	12.80	1.50	0.20	14.50
12' (3.65m) Inside	11.50	1.50	0.20	13.20
8' (2.43m) Inside	8.00	1.50	0.20	9.70

<b>THURSDAY</b>				
12' (3.65m) Top & Bottom Row	26.50	1.50	0.20	28.20
10' (3.04m) Top & Bottom Row	24.00	1.50	0.20	25.70
8' (2.43m) Top & Bottom Row	21.00	1.50	0.20	22.70
12' (3.65m) End Row	26.30	1.50	0.20	28.00
8' (2.43m) End Row	20.90	1.50	0.20	22.60
12' (3.65m) Centre Aisle (Main Sq)	24.00	1.50	0.20	25.70
8' (2.43m) Centre Aisle (Main Sq)	19.60	1.50	0.20	21.30
12' (3.65m) Inside	20.40	1.50	0.20	22.10
8' (2.43m) Inside	15.30	1.50	0.20	17.00

<b>SATURDAY</b>				
12' (3.65m) Top & Bottom Row	29.50	1.50	0.20	31.20
10' (3.04m) Top & Bottom Row	25.30	1.50	0.20	27.00
8' (2.43m) Top & Bottom Row	20.90	1.50	0.20	22.60
12' (3.65m) End Row	29.40	1.50	0.20	31.10
8' (2.43m) End Row	20.60	1.50	0.20	22.30
12' (3.65m) Centre Aisle (Main Sq)	24.30	1.50	0.20	26.00
8' (2.43m) Centre Aisle (Main Sq)	17.80	1.50	0.20	19.50
12' (3.65m) Inside	19.60	1.50	0.20	21.30
8' (2.43m) Inside	13.90	1.50	0.20	15.60

<b>Other Pitches (+ 20p Publicity Fee)</b>	<b>Mon/Fri 18/19</b>	<b>Thurs 18/19</b>	<b>Sat 18/19</b>
8' Central Pavement	34.80	34.80	45.90
16' Central Pavement	51.50	51.50	68.20
Burlington Street	21.60	21.60	27.20
+ electricity	1.50	1.50	1.50
Direct Sales Pitch	22.30	22.30	27.80
DEMO PITCH	15.90	15.90	15.90
Arena/Portland Site	44.80	44.80	56.00
Fairground Ride	28.90	28.90	28.90
Ice Cream	21.90	21.90	21.90
Catering Unit Main Sq	36.30	36.30	36.30
+ electricity	1.50	1.50	1.50
Catering Unit New Sq	36.00	36.00	36.00
+ electricity	1.50	1.50	1.50
Storage per Week	11.20		
Farmers' Market	20.60		
Car Boot	10.00		

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## For publication

### **Car Parks Fees and Charges 2018/19 (TV000)**

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Meeting: Cabinet

Date: 30 January 2018

Cabinet portfolio: Town Centre and Visitor Economy

Report by: Town Centre Operations Manager

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#### **1.0 Purpose of report**

1.1 To set the fees and charges for Car Parks for implementation from 1 April 2018.

#### **2.0 Recommendations**

2.1 That from the 1 April 2018 it will cost 70p to park up to 30 minutes, £1.40 up to 1 hour, £2.70 for up to 2 hours, £3.00 up to 3 hours and £4.40 up to 4 hours in all town centre car parks.

2.2 In all short stay/shoppers car parks, as listed in paragraph 4.1 of this report, it will cost £1.40 for each subsequent hour over 4 hours to park.

2.3 In all long stay/commuter car parks, as listed in paragraph 4.2 of this report, it will cost £5.00 to park for over 4 hours.

2.4 That all residents of the borough will continue to benefit from free parking in 2018/19 before 10am and after 3pm Monday to Saturday and all day Sunday.

- 2.5 That all advance purchase scratchcard tickets will cost £3.60 per day and are available for use only in all long stay/commuter car parks from 1 April 2018.
- 2.6 That all monthly parking tickets will cost £62 and will be available for use only in all long stay/commuter car parks from 1 April 2018.
- 2.7 That yearly parking tickets for all long stay/commuter car parks will cost £620 per annum from 1 April 2018.
- 2.8 That the price to park at Ashgate Road car park will be £2 all day from 1 April 2018.
- 2.9 That if the income target is achieved in 2018/19 there will be no increase in tariffs in 2019/20 but the prices will be reviewed for 2020/21.

### 3.0 **Background**

- 3.1 A review of town centre off-street parking charges was undertaken in 2015/16. This recommended various tariff changes creating a more coherent and simplistic pricing structure across both short and long stay car parks. These changes were successfully implemented on 1 April 2016.
- 3.2 It was recommended that no price increase should take place in 2017/18 however prices should be reviewed for 2018/19.

### 4.0 **Current Situation**

4.1 Short stay car parks are:

<b>Location</b>	<b>Number of bays</b>	<b>Spaces for blue badges</b>
Albion Road	30	1
Holywell Cross	255	16
Rose Hill	242	9
Soresby Street	208	14
St Mary's Gate	66	2

4.2 Long stay car parks are:

<b>Location</b>	<b>Number of bays</b>	<b>Spaces for blue badges</b>
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Beetwell Street	465	29
Derbyshire Times	55	0
Devonshire Street	73	0
Durrant Road	69	0
Hollis Lane	38	0
Queen's Park Annexe	43	2
Queen's Park (north)	120	3
Queen's Park (south)	43	0
Saltergate *	529	22
Spa Lane	56	0
Station Road	59	0
Theatre Lane	50	0

- Saltergate MSCP closed from 03/02/18 for a potential 12 month period.

## 5.0 Proposed Charges for 2018/19

5.1 The council's budget strategy is to deliver a balanced and sustainable budget. Given the forecast budget deficits it is important that all potential increases to income streams are implemented.

5.2 It is part of this strategy to seek a minimum inflationary increase of 3% on all income streams in 2018/19 or greater, but only if the market will bear it.

5.3 The existing tariffs for short stay/shoppers car parks are as follows:

- Up to 30 mins – 70p
- Up to 1 hour - £1.30
- Up to 2 hours - £2.60
- Up to 3 hours - £3.00
- Up to 4 hours - £4.30
- Each subsequent hour - £1.30

5.4 The proposed tariffs for short stay/shopper car parks are as follows, changes in bold:

- Up to 30 mins – 70p
- **Up to 1 hour - £1.40**
- **Up to 2 hours - £2.70**
- Up to 3 hours - £3.00
- **Up to 4 hours - £4.40**

- **Each subsequent hour - £1.40**

5.5 The existing tariffs for long stay/commuter car parks are as follows:

- Up to 30 mins – 70p
- Up to 1 hour - £1.30
- Up to 2 hours - £2.60
- Up to 3 hours - £3.00
- Up to 4 hours - £4.30
- 4 hours plus - £5.00

5.6 The proposed tariffs for long stay/commuter car parks are as follows, changes in bold:

- Up to 30 mins – 70p
- **Up to 1 hour - £1.40**
- **Up to 2 hours - £2.70**
- Up to 3 hours - £3.00
- **Up to 4 hours - £4.40**
- 4 hours plus - £5.00

5.7 The proposed changes to permits etc are as follows:

	Existing	Proposed
Annual Permit	£600	<b>£620</b>
Monthly Permit	£60	<b>£62</b>
Scratchcards	£3.50	<b>£3.60</b>
Market Trader	£2.00	£2.00
Blue Badge	£5 monthly/£50 annually	£5 monthly/£50 annually
Ashgate Road	£1 all day	<b>£2 all day</b>

5.8 It is not practical to alter tariffs by anything other than increments of 10p; this is because of change handling and storage within the pay stations.

5.9 The above tariff changes represent an average overall increase in parking tariffs of 4% taking into account the changes recommended.

5.10 The incentive tariffs agreed in 2016 remain unchanged; these being £3 for 3 hours on all car parks, and £5 for over 4 hours on long stay car parks. These have been created to target shoppers to dwell more in the town centre on the 3 hour tariff and to be

competitive for people who work or travel, in and from Chesterfield and park all day.

- 5.11 There are a number of existing schemes currently in use that provides free or reduced cost parking in the town centre. In particular the residents parking permit which allows free parking to Borough residents before 10am and after 3pm, Monday to Saturday, and all day on Sunday's and Bank Holidays. This is available on the majority of surface car parks in the town centre and uptake of this offer ranges from 40% to 70% on these car parks during hours of permitted use, proving its popularity. Both the scratchcard offer and monthly/annual permit offers again show continued uptake and ensure all day parking can be accessed from as little as £2.50 per day.
- 5.12 The Council is committed to providing good quality, well maintained, safe and secure parking facilities. This is evidenced through our Parkmark accreditations. The uplift in charges ensures these standards are maintained and future investment in our sites continues. The replacement Saltergate MSCP scheme and Beetwell Street MSCP repair scheme are evidence of this commitment.

## 6.0 **Financial Considerations**

- 6.1 The anticipated income for 2017/18 is £2,362,870; the closure of Saltergate MSCP on the 3 February 2018 has been accounted for in a reduced anticipated income for 2018/19 of £2,201,980 before any tariff changes. This includes an expected 32% displacement income from Saltergate to surface parking.
- 6.2 It is anticipated the proposed tariff increases will generate an additional £88,000 in income; as such the revised potential income for 2018/19 will be £2,290,000.

## 7.0 **Risk Management**

- 7.1 Income from car parks is reasonably stable under the existing tariff structure; any significant changes could result in loss of custom and negative publicity. The downturn in footfall on the High Street, both locally and nationally, remains a challenge and

is often blamed on car parking fees. Any significant tariff changes could further exacerbate this situation.

Description of Risk	Likelihood	Impact	Mitigating Action	Resultant Likelihood	Resultant Impact
Increase in charges may result in lower usage and income	M	H	Not all prices have been increased, with incentive tariffs and resident offers unchanged	L	M
Damage to Council's reputation	M	M	Proposals remain in accordance with providing competitively priced car parks and will be explained in external communications	L	L
Competitor activity	L	M	Prices reflect core location and facilities offered.	L	L

## 8.0 Equalities Impact Assessment (EIA)

8.1 The proposals have no negative impacts on any of the equalities groups.

## 9.0 Alternative Options to be Considered

9.1 That no increase in parking fees is introduced. It is felt that the proposed changes have been sensitive enough to be acceptable.

9.2 An increase of greater than 4% is introduced. It is felt that this might undermine the stable income being generated currently, particularly during a period of major disruption whilst Saltergate MSCP is demolished and re-built.

## 10.0 Recommendations

10.1 That from the 1 April 2018 it will cost 70p to park up to 30 minutes, £1.40 up to 1 hour, £2.70 for up to 2 hours, £3.00 up to 3 hours and £4.40 up to 4 hours in all town centre car parks.

- 10.2 In all short stay/shoppers car parks, as listed in paragraph 4.1 of this report, it will cost £1.40 for each subsequent hour over 4 hours to park.
- 10.3 In all long stay/commuter car parks, as listed in paragraph 4.2 of this report, it will cost £5.00 to park for over 4 hours.
- 10.4 That all residents of the borough will continue to benefit from free parking in 2018/19 before 10am and after 3pm Monday to Saturday and all day Sunday.
- 10.5 That all advance purchase scratchcard tickets will cost £3.60 per day and are available for use only in all long stay/commuter car parks from 1 April 2018.
- 10.6 That all monthly parking tickets will cost £62 and will be available for use only in all long stay/commuter car parks from 1 April 2018.
- 10.7 That yearly parking tickets for all long stay/commuter car parks will cost £620 per annum from 1 April 2018.
- 10.8 That the price to park at Ashgate Road car park will be £2 all day from 1 April 2018.
- 10.9 That if the income target is achieved in 2018/19 there will be no increase in tariffs in 2019/20 but the prices will be reviewed for 2020/21.

**11.0 Reasons for Recommendations**

- 11.1 To continue to support the town centre economy, providing competitively priced car parks with simple charging structures and convenient payment methods and tariffs.
- 11.2 To ensure that the council continues to receive an acceptable return on a valuable town centre asset.

**Decision information**

<b>Key decision number</b>	<b>787</b>
<b>Wards affected</b>	All

<b>Links to Council Plan priorities</b>	To provide value for money services
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**Document information**

<b>Report author</b>	<b>Contact number/email</b>
Andy Bond	5991
<b>Appendices to the report</b>	
Appendix A	Proposed Fees and Charges 2018-19



## **Car Parks proposed fees and charges 2018-19**

(Changes in **bold**)

<b>Permits</b>	<b>Existing</b>	<b>Proposed</b>
Annual Permit	£600	<b>£620</b>
Monthly Permit	£60	<b>£62</b>
Scratchcards	£3.50	<b>£3.60</b>
Market Trader	£2.00	£2.00
Blue Badge	£5 monthly/£50 annually	£5 monthly/£50 annually
Ashgate Road	£1 all day	<b>£2 all day</b>
<b>Short stay</b>	<b>Existing</b>	<b>Proposed</b>
Up to 30 mins	70p	70p
Up to 1 hour	£1.30	<b>£1.40</b>
Up to 2 hours	£2.60	<b>£2.70</b>
Up to 3 hours	£3.00	£3.00
Up to 4 hours	£4.30	<b>£4.40</b>
Each hour after	£1.30	<b>£1.40</b>
<b>Long stay</b>	<b>Existing</b>	<b>Proposed</b>
Up to 30 mins	70p	70p
Up to 1 hour	£1.30	<b>£1.40</b>
Up to 2 hours	£2.60	<b>£2.70</b>
Up to 3 hours	£3.00	£3.00
Up to 4 hours	£4.30	<b>£4.40</b>
4 hours plus	£5.00	£5.00

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