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14 April 2025

Dear Councillor,

Cabinet

6:00pm on Thursday 24 April 2025

Meeting to be held in the Council Chamber, Civic Centre, Cannock

You are invited to attend this meeting for consideration of the matters itemised in the following Agenda.

Yours sincerely,

T. Clegg
Chief Executive

To:

Councillors:

Johnson, T.B.	Leader of the Council
Preece, J.P.T.L.	Deputy Leader of the Council and Parks, Culture, and Heritage Portfolio Leader
Williams, D.W.G.	Community Wellbeing Portfolio Leader
Wilson, L.J.	Environment and Climate Change Portfolio Leader
Thornley, S.J.	Housing and Corporate Assets Portfolio Leader
Freeman, M.A.	Regeneration and High Streets Portfolio Leader
Prestwood, J.	Resources and Transformation Portfolio Leader

Agenda

Part 1

1. Apologies

2. Declarations of Interests of Members in Contracts and Other Matters and Restriction on Voting by Members

To declare any interests in accordance with the Code of Conduct and any possible contraventions under Section 106 of the Local Government Finance Act 1992.

3. Minutes

To approve the Minutes of the meeting held on 13 March 2025 (enclosed).

4. Updates from Portfolio Leaders

To receive oral updates (if any), from the Leader of the Council, the Deputy Leader, and Portfolio Leaders.

5. Forward Plan

Forward Plan of Decisions for April to June 2025 (Item 5.1 - 5.3).

6. Recommendations Referred from Scrutiny Committees

(i) To consider the following recommendations from the Economic Prosperity Scrutiny Committee made at its meeting held on 19 March 2025:

“Town Centre Regeneration Review:

- (A) Propose a strategic dialogue with Staffordshire County Council in terms of public transport.
- (B) Propose a dialogue with local bus providers regarding the potential for service improvements.
- (C) Propose that the regular meetings between the Council and Town and Parish Councils be reinstated.
- (D) Propose a town centre wide consultation and engagement strategy.
- (E) Consideration of how the town centre regeneration priority projects can be resources from development to completion.
- (F) To acknowledge the additional resource implications that recommendations (D) and (E) above would place on the Economic Development Team, as they would be an addition to any projects already being delivered.”

The accompanying report for recommendations (A) to (E) can be viewed on the [19 March 2025 Economic Prosperity Scrutiny Committee](#) meeting page on the Council's website. Recommendation (F) was agreed as an additional recommendation at the Committee meeting.

(ii) To note the following recommendations from the Responsible Council Scrutiny Committee made at its meeting held on 1 April 2025:

“Development of an Executive-Scrutiny Protocol:

That:

- (A) The minutes from the working group discussions held on 4 September and 9 December 2024 be noted.
- (B) The proposed amendments to the Constitution, regarding scrutiny arrangements, that were referred to the Constitution Working Group and referred on to full Council be noted.
- (C) The draft ‘Executive-Scrutiny Protocol’ be adopted.
- (D) The Scrutiny Committees be encouraged to hold a pre-meeting before the first scheduled formal meeting of each municipal year to discuss potential work programme items ready for the formal meeting.”

The accompanying report for recommendations (A) to (C) can be viewed on the [1 April 2025 Responsible Council Scrutiny Committee](#) meeting page on the Council’s website. Recommendation (D) was agreed as an additional recommendation at the Committee meeting.

7. Housing Options Funding 2025-26

Report of the Head of Wellbeing (Item 7.1 - 7.4).

8. Future Parks and Play Area Provision

Report of the Head of Operations (Item 8.1 - 8.11).

9. Retrospective Permission to Spend - Grounds Maintenance Machinery

Report of the Head of Operations (Item 9.1 - 9.4).

10. Climate Change Strategy 2025-2030

Report of the Head of Regulatory Services (Item 10.1 - 10.43).

11. Review of Tenancy Agreement 2025

Report of the Head of Housing and Corporate Assets (Item 11.1 - 11.99).

12. Housing Services Improvement Plan

Report of the Head of Housing and Corporate Assets (Item 12.1 - 12.95).

13. Exclusion of the Public

The Leader to move:

That the public be excluded from the remainder of the meeting because of the likely disclosure of exempt information as defined in Paragraphs 1 and 2, Part 1, Schedule 12A of the Local Government Act 1972 (as amended).

Agenda

Part 2

14. Request for Flexible Retirement

Not for Publication Report of the Deputy Chief Executive-Resources & S151 Officer (Item 14.1 - 14.3).

This report is confidential due to the inclusion of:

- Information relating to any individual.
- Information which is likely to reveal the identity of an individual.

Cannock Chase Council
Minutes of the Meeting of the
Cabinet

Held on Thursday 13 March 2025 at 6:00 p.m.
In the Esperance Room, Civic Centre, Cannock
Part 1

Present:

Councillors:

Preece, J.	Deputy Leader of the Council and Parks, Culture, & Heritage Portfolio Leader
Williams, D.	Community Wellbeing Portfolio Leader
Wilson, L.	Environment and Climate Change Portfolio Leader
Thornley, S.J.	Housing and Corporate Assets Portfolio Leader
Freeman, M.	Regeneration & High Streets Portfolio Leader
Prestwood, J.	Resources and Transformation Portfolio Leader

91. Apologies

Apologies were noted for Councillor T. Johnson, Leader of the Council.

In the Leader's absence the meeting was chaired by Councillor J. Preece, Deputy Leader.

92. Declarations of Interests of Members in Contracts and Other Matters and Restriction on Voting by Members

None received.

93. Minutes

Resolved:

That the Minutes of the meeting held on 30 January 2025 be approved.

94. Updates from Portfolio Leaders

(i) Environment and Climate Change

The Portfolio Leader updated in respect of the following:

- **Shared Services Delivery**

“Work continues looking at the best way forward for shared service delivery in Regulatory Services across Cannock Chase and Stafford Borough Councils. Some areas have a greater need to resilience building than others and it is proposed that these will move towards shared operations.”

- **Climate Change**

“After much preparation and feedback gathering the new Climate Change Strategy and Action Plan will be presented at the next Cabinet Briefing.

There is ongoing Climate Action Training - working in partnership with Keele University for senior decision makers within both Cannock Chase and Stafford Borough Councils (including elected members). The next sessions will be at the start of April with the final session in June. Thank you to those who had attended so far.

The schools climate change engagement programme is moving forward as part of the legacy of the 2024 Great Imagining Events - 20 schools in the District will be chosen to engage with this process.”

(v) **Parks, Culture, and Heritage**

The Portfolio Leader updated in respect of the following:

- **Laburnum Avenue Park Opening Event**

“I attended the opening event for Laburnum avenue park and was scheduled to do a speech, but unfortunately, I was unable to do so and the Leader kindly stepped in on my behalf.

Thanks to all involved with the design and construction of the new park and the organisation of the reopening event.”

(vi) **Regeneration and High Streets**

The Portfolio Leader updated in respect of the following:

- **Escape / Puzzle Room Launch - Cannock Indoor Shopping Centre**

“I attended the launch event of the new escape / puzzle room located in the Cannock Indoor Shopping Centre. It was an excellent venue, and the event was well attended.”

- **Cannock Town Centre Partnership**

“I recently attended an extraordinary meeting of the Cannock Town Centre Partnership where issues discussed included updates to their constitution, reorganising and renaming the partnership. They had advertised for volunteers but unfortunately no interest had been received.

The Partnership would be holding an event on 10 May to mark the 80th Anniversary of VE Day.”

(vii) **Resources and Transformation**

The Portfolio Leader updated in respect of the following:

- **Laburnum Park Opening Ceremony**

“I had the privilege along with other councillors of attending the opening of Laburnum park - a lovely space for children and families to enjoy.”

- **Climate Action Training**

“I attended a Teams event with Keele University on Climate which was very interesting and informative.

95. Forward Plan

Resolved:

That the Forward Plan of Decisions for the period March to April 2025 (Item 5.1 - 5.2) be noted.

96. Value for Money Progress Report - Quarter 3 2024/25

Consideration was given to the report of the Head of Transformation & Assurance (Item 6.1 - 6.28).

Resolved:

That the progress at the end of quarter 3 2024/25 in the delivery of the value for money improvement plan, as set out in report appendix 1, be noted.

Reason for Decision

The information allowed Cabinet to ensure that all appropriate steps were being taken to address the findings of the External Auditors and improve the Council's governance arrangements.

97. Quarter 3 Performance Report 2024/25

Consideration was given to the report of the Head of Transformation & Assurance (Item 7.1 - 7.33).

Resolved:

That progress at the end of the third quarter of 2024/25 in relation to the delivery of the Council's priorities as detailed in report appendices 1a-1d and the performance information as set out in report appendix 2, be noted.

Reason for Decision

The performance information allowed Cabinet to monitor progress in delivery of the Council's corporate priorities and operational services.

98. Proposed Charging Schedule for Monitoring of S106 Agreements

Consideration was given to the report of the Head of Economic Development and Planning (Item 8.1 - 8.12).

Resolved:

That:

(A) The implementation of a charging scheme equating to the following be approved:

- A 5% fee charged for each planning obligation capped at £20,000.
- A £900 fee charged per non-financial obligation, subject to an officer assessment.
- A £500 fee charged for each additional and/or amended obligation in a Deed of Variation, subject to an officer assessment.

(B) Delegated authority be provided to the Head of Economic Development & Planning and the Development & Policy Manager to waive or reduce the administrative fees in exceptional circumstances.

- (C) A late Section 106 surcharge equal to 2.5% or £500 (whichever was the greater amount) be approved, to be charged against all S106 invoices that were not paid by the due date.
- (D) The introduction of the S106 monitoring fee be authorised with effect from 1 April 2025.

Reasons for Decisions

Monitoring of Section 106 Agreements was carried out routinely by Officers that could be a time-consuming exercise depending on the detail and complexity of each agreement. Some of these agreements required monitoring and reporting over several years. The Council produced an annual Infrastructure Funding Statement which was a statutory requirement of Local Planning Authorities to provide an up-to-date report detailing the circumstances around each agreement.

The introduction of a charging schedule for the monitoring of S106 Agreements sites would enable the Council to recoup some of the cost of council officers' time in monitoring S106 Agreements. The fees must be proportionate, reasonable and reflect the estimated cost of monitoring and reporting of S106 Agreements.

An analysis of officer time had been carried out to determine the scale of S106 monitoring activities that showed this varied between 10% and 15% of the working week. This had been multiplied out by an hourly rate at full cost recovery that equated to between £6,268 and £9,403. The proposed charging regime was seen as reasonable and proportionate as well as the simplest and most transparent charging option of those that were considered.

A late payment surcharge was also recommended as a deterrent to late payers and also to cover the additional administration of pursuing late payments.

99. Permission to Spend - Community Safety Funding 2025/26

Consideration was given to the report of the Head of Wellbeing (Item 9.1 - 9.3).

Resolved:

That:

- (A) The spend of £69,024 community safety funding allocated to the Council by the Staffordshire Commissioner for Police, Fire & Rescue and Crime be accepted and approved.
- (B) Authority to enter into any necessary agreements to enable the Council to spend the funding be delegated to the Head of Wellbeing, in consultation with the Chase Community Partnership.

Reasons for Decisions

The £69,024 funding allocated to the Council from the Staffordshire Commissioner would be spent on implementing several community safety initiatives across the District and would assist the Community Safety Partnership in its statutory duty to reduce crime and disorder, substance misuse and re-offending.

Some flexibility would be required over the period of the funding in order to be able to respond to different pressures and emerging themes and trends as they arose. For this reason, it was requested that Cabinet delegates authority for the detail of the spend to be approved by the head of service in consultation with the Chase Community Partnership.

100. Air Quality Status Annual Report

Consideration was given to the report of the Head of Regulatory Services (Item 10.1 - 10.61).

Resolved:

That:

- (A) The Air Quality Annual Status report, as detailed in report appendix 1, and the recommendations contained therein, be noted.
- (B) The Deputy Chief Executive-Place be instructed to take the actions necessary to progress toward Air Quality Action Planning and the revocation of Air Quality Management Area 2.

Reasons for Decisions

The Council had a duty to monitor and, where necessary, improve local air quality under Part 4 of the Environment Act 1995. Air quality objectives had been set for a range of substances. Government technical guidance gave particular focus on 'pollutants of primary interest,' including nitrogen dioxide and particulate matter.

The Council was required to submit an Annual Status Report (ASR) to the Department for Environment, Food and Rural Affairs (DEFRA). The 2024 ASR included:

1. The results of air quality monitoring in 2023.
2. A review of monitoring data and the implications for local air quality management.
3. An update on progress made by Cannock Chase Council (and Staffordshire County Council (SCC)) on air quality initiatives (generally those which reduce polluting emissions or promote environmental awareness).
4. An outline of future initiatives (where relevant to air quality).

101. Revenues and Benefits Collection Report - Quarter 3 2024/25

Consideration was given to the report of the Deputy Chief Executive-Resources (Item 11.1 - 11.9).

Resolved:

That:

- (A) The information regarding collections be noted.
- (B) The arrears listed in the report's confidential appendices be written off.

Reasons for Decisions

Efficient collection of the Council's revenues was of major importance to the funding of Council services and those provided by its preceptors.

Whilst collection rates were traditionally good, regrettably not all of the monies owed to the Council could be collected and so the report recommended write-off of bad debts that could not be recovered.

The meeting closed at 6:28 p.m.

Leader

Forward Plan of Decisions to be taken by the Cabinet: April to June 2025

For Cannock Chase Council, a key decision is as an Executive decision that is likely to:

- Result in the Council incurring expenditure or making savings at or above a threshold of 0.5% of the gross turnover of the Council.
- Affect communities living or working in two or more Council Wards.

Representations in respect of any of matters detailed below should be sent in writing to the contact officer indicated alongside each item via email to membersservices@cannockchasedc.gov.uk

Copies of non-confidential items will be published on the Council's website 5 clear working days prior to the relevant meeting date.

Item	Contact Officer / Cabinet Member	Date of Cabinet	Key Decision	Confidential Item	Reasons for Confidentiality	Representations Received
April 2025						
Housing Options Funding 2025/26	Head of Wellbeing / Community Wellbeing Portfolio Leader	24/04/25	No	No		N/A
Future Parks and Play Area Provision	Head of Operations / Parks, Culture, and Heritage Portfolio Leader	24/04/25	Yes	No		N/A
Retrospective Permission to Spend - Grounds Maintenance Machinery	Head of Operations / Parks, Culture, and Heritage Portfolio Leader	24/04/25	No	No		N/A
Climate Change Strategy 2025-2030	Head of Regulatory Services / Environment and Climate Change Portfolio Leader	24/04/25	Yes	No		N/A
Review of Tenancy Agreement 2025	Head of Housing and Corporate Assets / Housing and Corporate Assets Portfolio Leader	24/04/25	Yes	No		N/A
Housing Services Improvement Plan	Head of Housing and Corporate Assets / Housing and Corporate Assets Portfolio Leader	24/04/25	No	No		N/A

Item No. 5.2

Item	Contact Officer / Cabinet Member	Date of Cabinet	Key Decision	Confidential Item	Reasons for Confidentiality	Representations Received
Request for Flexible Retirement	Deputy Chief Executive-Resources & S151 Officer / Resources and Transformation Portfolio Leader	24/04/25	No	Yes	Information relating to any individual. Information which is likely to reveal the identity of an individual.	
June 2025						
Value for Money Q4 2024/25 Progress Report	Head of Transformation & Assurance / Resources and Transformation Portfolio Leader	05/06/25	No	No		N/A
End of Year Performance Report 2024/25	Head of Transformation & Assurance / Resources and Transformation Portfolio Leader	05/06/25	No	No		N/A
Strategic Risk Register	Head of Transformation & Assurance / Resources and Transformation Portfolio Leader	05/06/25	No	No		N/A
Updated Corporate Anti-Social Behaviour Policy	Head of Wellbeing / Community Wellbeing Portfolio Leader	05/06/25	Yes	No		N/A
Tree Management	Head of Operations / Parks, Culture, and Heritage Portfolio Leader	05/06/25	No	No		N/A
Vehicle Replacement	Head of Operations / Environment & Climate Change Portfolio Leader	05/06/25	Yes	No		N/A
Heath Hayes Park Master Plan	Head of Operations / Parks, Culture, and Heritage Portfolio Leader	05/06/25	No	No		N/A

Item No. 5.3

Item	Contact Officer / Cabinet Member	Date of Cabinet	Key Decision	Confidential Item	Reasons for Confidentiality	Representations Received
UK Shared Prosperity Fund 2025/26	Head of Economic Development and Planning / Regeneration and High Streets Portfolio Leader	05/06/25	No	No		N/A
Cabinet Appointed Representatives on Outside Bodies 2025/26	Chief Executive / Leader of the Council	05/06/25	No	No		N/A

Housing Options Funding 2025- 2026

Committee:	Cabinet
Date of Meeting:	24 April 2025
Report of:	Head of Wellbeing
Portfolio:	Community Wellbeing

1 Purpose of Report

- 1.1 To request authority is delegated to Head of Service in consultation with the Cabinet Member to agree the detailed spending of the Government allocated Homelessness and Rough Sleeping Funding 2025/2026.

2 Recommendations

- 2.1 The content of this report is noted, and permission is given to delegate authority to the Head of Service in consultation with the Cabinet Member to agree the detailed spending of the Homelessness and Rough Sleeper Funding 2025/2026.

Reasons for Recommendations

- 2.2 In December 2024, the Government announced the local authority allocations of Homelessness and Rough Sleeping Funding for 2025/2026. To ensure smooth operation of the service and ensure no disruption, permission is requested to develop the spending programme, with delegated authority being given to the Head of Service in consultation with the Cabinet Member to approve the final detailed spend, which is in line with grant purpose and the agreed Council budget.

3 Key Issues

- 3.1 As announced in the Autumn Budget, funding for homelessness services is increasing in 2025/2026 by £233 million compared to 2024/2025, bringing the total spend on homelessness and rough sleeping to nearly £1 billion for the coming financial year. The funding is to prevent rises in the number of families in temporary accommodation and help to prevent rough sleeping which are crucial steps in ending homelessness.
- 3.2 Cannock Chase District Council have been allocated a total of £478,251.00 for 2025/2026. This comprises of what was previously the Homeless Prevention Grant, Rough Sleeper Accommodation programme and Rough Sleeper Initiative.

4 Relationship to Corporate Priorities

- 4.1 The funding allocation is to prevent and relieve homelessness which directly contributes to Corporate Priority 2 Health and Wellbeing *'To encourage and support residents to lead healthy and independent lives.'*

5 Report Detail

- 5.1 Government funding for homelessness services is increasing in 2025/2026 by £233 million, compared to 2024/2025, bringing the total spend on homelessness and rough sleeping to over £1 billion for the coming financial year.
- 5.2 In December 2024, the Government announced that Cannock Chase District Council had been allocated a total of £478,251.00 across Homelessness and Rough Sleeping grant funding programmes. In 2024/2025, Homeless Prevention Grant allocation was £352,606 and Rough Sleeper initial grant allocation for 2024/25 was £15,000, giving a combined grant of £367,606.
- 5.3 Funding is ringfenced to ensure local authorities can focus on preventing homelessness as well as funding the provision of temporary accommodation and to continue to embed the changes required through implementation of the Homelessness Reduction Act 2017.
- 5.4 The spend this year, and in previous years, of the Homeless Prevention and associated rough sleeper grants have been in line with Cannock's Housing, Homelessness and Rough Sleeping Strategy 2023-2033. Activity has covered prevention, relief and staffing activities alongside spent on temporary accommodation. All of these activities contribute towards the purpose of the grant which is ending rough sleeping and reducing the number of families in temporary accommodation.
- 5.5 It is anticipated that future spend will be on these same broad activities, whilst expanding our collaborative working practices across our broader networks, including health services, social care and other sectors to prevent homelessness from occurring and provide offers of suitable accommodation that meets the needs of those facing homelessness. Costings for each of the areas are in the process of being established. Some flexibility is also required to respond to different pressure as they arise; for this reason, it is requested that Cabinet delegates authority for the detail of the spend to be approved by the Head of Service in consultation with the Cabinet Member so that delivery of this critical service can continue.
- 5.6 It is noted that in previous years Government have allocated additional in year grant funding for homelessness and rough sleeping. It is requested that Cabinet delegates such authority for the detail of the spend of such funding to be approved by the Head of Service in consultation with the Cabinet Member so that such funds can be committed within the financial year.

6 Implications

6.1 Financial

The Ministry of Housing, Communities and Local Government (MHCLG) have confirmed the Homelessness and Rough Sleeping Funding 2025/26, allocating Cannock Chase District Council £478,251.00.

The Homelessness and Rough Sleeping grant is ringfenced with the purpose to prevent the number of families in temporary accommodation and help to prevent homelessness, recognising that these are crucial steps to ending homelessness.

For 2025/26, MHCLG will introduce a new ringfence within the Homelessness Prevention Grant where 49% of the funding allocation must be spent on prevention, relief and staffing activity. The 49% within this ringfence may not be spent on temporary accommodation. In addition, existing grant conditions continue that include a requirement on the Council to submit accurate Homelessness Case Level Information Collection data, including full data on temporary accommodation numbers.

Any delegation of authority should there be given with the above conditions in mind. It would be prudent to ensure that all grant conditions relating to temporary accommodation numbers are met before the final 10% of each year's grant is committed to reduce any financial risk to the Council.

6.2 Legal

None.

6.3 Human Resources

None.

6.4 Risk Management

None.

6.5 Equalities and Diversity

Funding programmes will be in line with the Housing, Homelessness and Rough Sleeper Strategy 2023-2033 that recognises that homelessness has a wider reaching impact on individuals with protected characteristics.

6.6 Health

Funding programmes will be in line with the existing Housing, Homelessness and Rough Sleeper Strategy 2023-2023 whilst responding to pressures facing the service at present. The pressures facing the service recognise that health and housing are intertwined where homelessness is often a cause of wider support needs, including health inequalities. Funding programmes will look to increase collaborative working practices across our broader networks, including health services, social care and other sectors to prevent homelessness from occurring and provide offers of suitable accommodation that meets the needs of those facing homelessness.

6.7 Climate Change

None.

7 Appendices

None.

8 Previous Consideration

None.

9 Background Papers

None.

Contact Officer: Hayley Smith

Telephone Number: 01785 619 554

Ward Interest: NA

Report Track: Cabinet: 24/04/25

Key Decision: No

Future Parks and Play Area Provision

Committee:	Cabinet
Date of Meeting:	13 March 2025
Report of:	Head of Operations
Portfolio:	Parks, Culture, and Heritage

1 Purposes of Report

- 1.1 To seek approval of the Council's next four-year capital play area improvement programme and for Cabinet to note the progress to date.
- 1.2 To seek approval of the principle of creating and maintaining 7 main destination type parks, complimented by a number of other parks, play spaces and areas.
- 1.3 To seek approval to proceed with the public consultation around the proposed rationalisation of 5 play areas, where other play areas are nearby.
- 1.4 To inform Cabinet around the future parks / play area service provision.

2 Recommendations

That Cabinet:

- 2.1 Approves the next 4 years of the Council's play area improvement plan.
- 2.2 Notes the successful completion of the first tranche of 7 play area and park improvement projects, over the last 3 years.
- 2.3 Agrees to the principle of creating and maintaining 7 main parks across the District, with the longer-term aspiration that all main parks should include toileting facilities.
- 2.4 Acknowledges that the inclusion of toilets in the 3 main parks without them, will increase future parks revenue budget requirements.
- 2.5 Approves the undertaking of public consultation around the proposed rationalisation of 5 play areas as detailed at item 5.48, the result of which will come to Cabinet in a future report.

Reasons for Recommendations

- 2.6 The Council has completed its first four-year play area improvement programme ahead of schedule and requires agreement in relation to the next play areas to be improved, subject to adequate funding.
- 2.7 The creation of a number of main parks across the District is seen as crucial to the Council in supplement its smaller parks and play areas. They offer a focus for larger sporting and recreational events and activities, such as football training and community celebrations.

- 2.8 Any aspirational requirement for new buildings, such as toilet blocks, on parks without them, will have an ongoing revenue requirement that must be considered. Additional revenue funding will have to be included into the Council's annual budget setting process as it is highly unlikely that it will be able to be funded from within existing revenue budgets.
- 2.9 The Council's capital and revenue resource is not sufficient to improve and maintain all of its current play areas and parks. The Council has a small number of play areas that are in easy reach of a larger play area or main park. Any savings in resource requirement, released through the proposed rationalisation of play areas would be used to support those remaining.

3 Key Issues

- 3.1 Councils have a major role to play in the provision of good quality outdoor spaces for, recreation, socialising, and community. There are high expectations around creating and maintaining fully inclusive play areas to a good standard. In addition, there are expectations around providing public open spaces such as parks and play areas that encourage active play, and participation, but are also, sustainable, safe, and meet the needs of local communities.
- 3.2 The Council has completed its first four-year play area improvement plan ahead of schedule and is now ready to continue working on the next set of play areas for improvement. Since 2022 it has completed improvement works to 7 play areas and parks, investing over £1.5m.
- 3.3 The Council would like to formally extend its main / destination park network, to a total of 7 sites, including the Stadium site, and Norton Canes recreational ground. The longer-term aspiration is that all main parks should have toileting facilities available to visitors during their normal operating hours. That aspiration however has an additional unbudgeted revenue burden associated with it.
- 3.4 At present the Council has 39 formal (many historically placed) play areas and is expecting that number to rise by another 7 in the coming years, taking the total to 46. These additional play areas, on top of the existing play areas, require additional resourcing to operate safely and effectively. Several play areas are in easy walking distance of main parks or larger play areas which are more widely used. The Council is proposing to undertake a consultation with residents on the rationalisation of some of these play areas, this, among other benefits, would allow the use of the current allocated resource to better value on the remaining play areas and parks.
- 3.5 The average play area improvement scheme has so far cost the Council £118k each. The main source of funding comes from developers s106 financial contributions and Community Infrastructure Levy (CIL) monies. S106 funding tends to be ringfenced to areas around recently developed sites, therefore, it is not always available in the areas where play area improvements are due to take place. Should the Council wish to undertake improvements to play areas in such locations, it would have to consider setting aside and maintaining a capital budget to do so. This requirement would have to be set against the Council's other resource priorities, as part of the annual budget setting process, as no such budget currently exists.

4 Relationship to Corporate Priorities

4.1 This report supports two of the Council's Corporate Priorities.

Priority 2 - Health and Wellbeing

- Work with partners to address health inequalities across the district.
- Provide opportunities for residents to lead Healthy and active lifestyles and recognise the importance of mental health and wellbeing.
- Create opportunities for all our residents to lead healthy lifestyles - be it walking or playing in our parks or cycling around the district.
- Encourage residents to walk or cycle to and from work and school.

Priority 3 - The Community

- Ensure our communities are well designed, accessible, and are inclusive environments.

5 Report Detail

5.1 Second Improvement Programme (2025-2029) and Funding

5.2 In 2022 the Council began a four-year play area improvement programme (2022-2026) which has proved to be very successful. During that time, it has improved 7 play areas and parks, investing over £1.54M. Due to the success of the previous programme, the Council is preparing the next batch of play areas / parks to be improved earlier than originally planned.

5.3 The Council started working on its first four-year park / play area improvement programme in 2022, working collaboratively with ward members, friends of parks groups, parish councils and partner funders (e.g. Forest of Mercia).

5.4 The play areas / parks due for improvement in the forth coming second 4-year cycle include:

- 1) **Union Street Play Area, Bridgtown** - Play area and open space - Replacement of existing play area, community spaces and tree planting.
- 2) **Chester Road Play Area "The Birches", Cannock Wood** - Replacement of existing play area, tree planting and boundary improvements
- 3) **Heath Hayes Park - Phase 1, Heath Hayes** - Development of a detailed masterplan for the proposed refurbishment and improvement of Heath Hayes Park. To include all base line surveys, consultations, and community engagement. Capital works to include new car park, play area, toilet provision, skate park, learn to ride area, sensory play, and community space. Refurbishment to existing football pitches, pathways with lighting and CCTV.
- 4) **Cannock Park, Cannock** - Development of a detailed multiphase masterplan for the proposed refurbishment and improvement of Cannock Park. To include all base line surveys, consultations, and community engagement.
- 5) **Oxford Green Play Area, Cannock** - Play area and Open Space - Replacement and improvement of existing play area, tree planting and boundary improvements.

- 6) **Norton Canes Community Centre / Recreation Ground, Norton Canes** - Development of a site wide masterplan to incorporate a new sports hall, community facilities, skate park, play area, sports pitches, and pathways. An amount of Section 106 funding has already been identified towards some of this capital work.
 - 7) **Rugeley Skate Park, Rugeley** - Development of a detailed plan to incorporate a wheeled sports skate park and senior play equipment on the existing site or near vicinity.
 - 8) **Winstanley Place Play Area, Rugeley** - Play area and Open Space - Replacement of existing play area, tree planting and boundary improvements.
- 5.5 Play area refurbishment can only take place where appropriate funding is either secured, or available. As such, some play areas may sit in a higher rank than others, but delivery / refurbishment may be delayed due to a lack of appropriate funding. Currently the main resources for funding play area refurbishment are the Council's S106 and/or CIL allocations.
- 5.6 The only way for the Council to ensure it has appropriate funding to undertake improvement works to all its play areas and parks in order of need, where S106 monies or CIL funding is not available, would be for Cabinet to set aside and maintain a dedicated capital reserve for play area improvement.
- 5.7 All of the above schemes will include public consultation to some extent, and will work alongside friends of parks groups, where they exist. Support from the Council's inhouse PR & Communications Team continues to be essential in delivering these projects.
- 5.8 Master Planning**
- 5.9 There is a requirement for some larger masterplan parks and open space schemes, which may take several years to develop. These require wider officer, community, and other partner organisational input. They will also require further bids and grants from outside organisations to fund whole schemes. The Council's s106 capital resources alone will not be adequate to secure all the proposed works.
- 5.10 The larger masterplan schemes will need a full and detailed desk top survey and on-site assessments, ranging from topographical surveys, baseline assessments for protected species, flora, fauna, and ecology, as well as past usage, contaminated land, and coal mining surveys. This work will be required to be carried out over a 12-month period to make sure that all the data has been collected. As such, further Cabinet reports will be submitted, recommending to Council that permission to spend is granted, as and when appropriate.
- 5.11 First Improvement Programme (2022-2026) Update**
- 5.12 Since commencing the first four-year parks refurbishment programme the Council has delivered four new play areas, and other play / recreational facilities including:
1. Wellington Drive, Cannock - new play area
 2. Barnard Way, Cannock - new play area
 3. Laburnum Avenue, Cannock - Phases 1, 2, 3 - new play area, pathways, replacement bridge, outdoor gym, woodland

4. Flaxley Road, Rugeley - new play area
 5. Learn-to-ride arena - Stadium, West Chadsmoor
 6. Concrete wheeled sports area (skate park) - Stadium, West Chadsmoor
 7. Commissioned master plan & play area - Cannock Park, Cannock.
 8. Commissioned master plan - Heath Hayes Park, Heath Hayes
- 5.13 Each of the above has been delivered within set budgets and timescales.
- 5.14 Wellington Drive**
- 5.15 Wellington Drive play area was completed in May 2023. This included removal and relocation of the play area. New access drive with vehicle barrier. Relocation of the grass football pitch, land forming to create a sensory walk with wildflowers, and tree planting. The scheme was delivered following consultation with residents and ward members. A capital budget of £137,000 was allocated with the overall completed scheme costing £140,145.
- 5.16 Laburnum Avenue Phase 1, 2 and 3 (in-part)**
- 5.17 Laburnum Avenue Phase 1 was approved by Cabinet in September 2022 with a budget of £385,479 and a working programme for completion in Quarter 4 2023. It was evident that if Phase 2 and 3 could be delivered simultaneously along with Phase 1, there could be significant cost savings through economies of scale.
- 5.18 The scheme has benefited from ongoing ward member support and from the newly established Friends of Laburnum Park. The play area was designed as a fully accessible play space, including a trampoline and roundabout suitable for wheelchairs, a play tower with ramp access, and a dedicated swing for people with limited mobility.
- 5.19 Phases 2 and 3 of the scheme allowed for resurfacing of the main car park, and installation of artwork designed by local children and scout groups. The arts project encourages children and young families to take part in outdoor physical activity, by creating a series of walks, through a natural woodland setting. During the walk, augmented reality characters can be collected along the way, which tell stories about their habitat, therefore combining technology with the natural environment and climate awareness. Green gym equipment was also installed, and in addition tree and shrub planting was carried out as part of Phase 2 and 3. By integrating all phases, the Council was able to save 20% of the costs of the play area, pathways, and car park installation. In addition, it was able to fund the replacement of one of the main bridges across the stream that runs through the park from within the allocated budget.
- 5.20 Stadium Phase 2**
- 5.21 Phase 2 saw the development and installation of a learn-to-ride area on the site (designed in conjunction with British Cycling) as part of the Council's Commonwealth Games 2021 legacy. This was in essence a mini road network with crossings, junctions and stopping points. It recreated a real road feel without cars, making the space ideal for young children to learn, practice, and hone their bike handling abilities. This would be seen as a first stage in bike handling and sports. Adjacent to this is a newly built concrete wheeled sports plaza, the second stage in wheeled sports development. This is a dedicated wheeled sports area

for all types of sports such as skateboards, scooters, BMXs and roller blades. The finished design also allowed for the inclusion of wheelchairs, and was designed in consultation with local schools, community groups, friends' groups, and site users. The two areas were designed to complement the BMX pump track, which was installed as part of the first phase development of the site, and to give it a real cycling and sustainable transport focus.

- 5.22 Also included within phase 2 was an arts trail, tree planting and seasonal bedding displays. Utilising designs captured from schools and on-site events a local artist produced a series of sculptures located around the site that represented wildlife in the area, enabling local children to learn about the natural environment and its benefits.

5.23 Barnard Way

- 5.24 With support from ward members Barnard Way play area was included into the works programme, using ward CIL funds to deliver the scheme. A budget of £98,000 was allocated and the scheme was delivered within the agreed time frame and under budget. The scheme included the refurbishment of the existing play area on the same footprint, installation of a boundary fence and hedge and tree planting throughout the site, to reduce the effects of climate change.

5.25 Flaxley Road

- 5.26 The Flaxley Road play area scheme was delivered earlier than intended, as the existing play area had been closed due to the unsafe nature of the equipment and flooring, following a spate of antisocial behaviour. The scheme was designed and implemented at the end of December 2024, some 12 months earlier than shown in the original programme. It was delivered within budget and with full ward member support.

5.27 Cannock Park

- 5.28 Work started in Cannock Park during the summer of 2024. A tender was obtained for the consultation, design, and installation of a new play area. Twin tracked with this was the production of a site wide masterplan incorporating the golf course and leisure centre. The estimate cost for the full Cannock Park masterplan development is circa £1,840,000. The Phase 1 works, which included a new play area, street lighting, CCTV, pathways, street furniture and planting, is estimated to cost £610,000. Various funding streams have been identified for this work including, £275,000 from S106 funding, £200,000 CIL funding, £128,000 Safer Streets 5 (street lighting and CCTV), with the remainder via third party groups / partners.

- 5.29 The park and new play area designs went out to formal consultation during February 2025 for one month, with council officers attending two on site workshops and additional workshops with local schools and community groups. To date, new street lighting and CCTV cameras have been installed and the pathway off Stafford Road has been realigned to make better use of the space and aid visibility and security, especially after dark.

5.30 Heath Hayes Park

- 5.31 The Council has been working in partnership with the Friends of Heath Hayes Park, ward members and community groups to develop a masterplan for the site. This will go out to public consultation early 2025 with the first phase of works anticipated to commence on site towards the end of the year. The estimated total fund to develop the full masterplan is £2,780,000, of which £500,000 of CIL monies has already been allocated. This will be supported with £114,000 of S106 funds (Cabinet report to be submitted-earmarked for park and pitch refurbishment) and £30,000 of Forest of Mercia funding. Phase 1 of the works is currently estimated in the region of £644,000.
- 5.32 Phase 2 will require additional funding from external bids and grants. The Friends of Heath Hayes Park are currently looking at what funding avenues are available and with the help and support of the Council, will commence submitting bids.
- 5.33 By keeping as much of the design and contract management in house, the Council has been able to adapt to change throughout each of the above projects, it has capitalised its on-site meetings and discussions with contractors, enabling it to make rapid changes as necessary and deliver schemes, that are more easily maintained, within budget.

5.34 Costs and Spending

- 5.35 The costs to deliver the initial projects from the parks programme can be broken down as follows:

Capital costs for works completed to date	£
Wellington Drive	140,144
Laburnum Avenues (Phase 1 to 3)	566,450
Stadium Phase 2	392,408
Barnard Way (Ward CIL funds)	96,750
Flaxley Road	144,000
Cannock Park Phase 1	204,283
TOTAL SPEND to year end 2023/24	1,544,035

5.36 Main / Destination Parks Proposal and Buildings

- 5.37 Local parks and play areas, especially main parks, have a significant role in the development of young people and adults, and in the cohesion of local communities. They are places for recreation, socialisation, and mental and physical relaxation. As well as containing play and recreational equipment main / destination parks tend to have large outdoor spaces capable of holding events, such as, sports training and competitions, fun fairs, and community programmes. They tend to host additional more complex facilities, where average visit times would be longer.
- 5.38 Due to the average visit time, it is not unrealistic that visitors would expect each of the main parks to have toilet facilities open during the park's normal operating hours. Ideally these main parks would also include a changing place toilet provision, changing rooms for team sports and somewhere to purchase food and beverages. These do not have to be located on the same site but can be in the

nearby vicinity. Where there already exists, or it is planned to establish, a Friends of' community group, the provision of a small community meeting room may also be advantageous.

- 5.39 Unfortunately, the provision of any built facility in a park, such as a toilet block or changing room becomes a long-term revenue liability, with the additional cost associated with management, maintenance, security, and anti-social behaviour.
- 5.40 Whilst there are capital monies within S106 and CIL funds to construct and deliver such buildings, the Council would have to set aside additional revenue to support their operation. Currently a typical building that the Council would require would be estimated to cost in the region of £300-400k to construct.
- 5.41 The Council currently estimates the cost of operating a building in relation to the above is approximately £30k per annum. Should the Council consider the construction of any new building, including toilets, in any of its main parks going forward, this additional ongoing revenue budget pressure would have to be accounted for.

5.42 Parks & Play Equipment Maintenance

- 5.43 The Council's Streetscene parks team has one full time employee (Play Technician) assigned to the general day-to-day and ongoing maintenance of the Council's play equipment, not including general parks maintenance.
- 5.44 Failure to adequately maintain any piece of play area equipment could lead to a child being hurt or seriously injured. Most minor repairs are undertaken by the in-house Play Technician. Each of the 39 play areas are checked on a weekly basis and the inspection reports logged within the Streetscene team. Given the number, the Play Technician has less than 1-hour per week to spend on each play area, including travel. As such, if an item is found to be damaged or vandalised in a play area, finding the time to repair it can become problematic.
- 5.45 The Streetscene cleansing service similarly has one full time employee dedicated to cleansing play areas, such as clearing up broken glass, which often must be subsidised with employees from elsewhere within the service, due to the volume of work. It had been proposed to review the resource allocated to play area inspection and cleansing as part of the shared service restructure, however, that may no longer be practical, due to the competing priorities placed on the Council by the pending local government reorganisation.
- 5.46 The parks team has a further 7 full-time equivalent (FTE) employees, based in the Council's current four main parks. Their daily tasks include the general upkeep and maintenance of the park, opening and closing public buildings, grass cutting, pruning plants and shrubs, litter picking, cleansing toilets, and handling enquiries from the public.
- 5.47 In 2023 the move away from on-site to mobile parks staff was accepted as a saving option by the Council as part of its medium-term budget setting process. That change was due to take place in 2024/25 and was to be undertaken as part of wider shared service restructuring, however, that has subsequently been delayed.

5.48 Play Area Rationalisation

- 5.49 The Council does not have sufficient resources to manage, maintain and refurbish all its current 39 formal play areas to the best standard. Over the next two years the Council is expecting the adoption of another 7 play areas to be completed, increasing its total to 46.
- 5.50 Given the above issues with resourcing and the imminent increase in numbers, it has become necessary for the Council to consider the rationalisation of some of its play areas.
- 5.51 The Council has several smaller play areas, which it considers are less well used due to their proximity to larger play areas / parks. Several of these larger play areas / parks are or are planned to become main parks in time.
- 5.52 The Council has reviewed all its current play areas and their distance from a main or larger park using a distance equivalent to a 10-15-minute walk, along with their condition, amenity, and usage.
- 5.53 The rationalisation of some older underused play areas would allow the current resource to be spread across the remaining play areas / parks.
- 5.54 Council officers propose to undertake a formal consultation with residents local to all play areas being considered for rationalisation, prior to making a recommendation to Cabinet on the play areas future in a further report.
- 5.55 The initial tranche of local play areas proposed for consideration for rationalisation, where there is a main park in easy walking distance, are:

Play Area	Nearest Main / Larger Park
Bevan Lee Road	Cannock Park
Wrights Avenue	Cannock Stadium
Bettys Lane	Norton Canes Community Centre
Bunyan Place	Cannock Park / Cannock Stadium
Oxford Road	Oxford Green

- 5.56 All of the above play areas are high on the priorities list for refurbishment but have a main or larger play area nearby. With the average play area improvement cost of £118k it totals a cost of circa £600k. Given the above, it is considered that these funds may be better spent on maintaining and improving facilities at other local play areas / parks.

6 Implications

6.1 Financial

- 6.1.1 At present, it is not possible to estimate the full resource requirement for each scheme in the second four-year improvement programme, as details for each will need to be finalised beforehand. A series of further routine Cabinet reports will be submitted on a scheme-by-scheme basis, which will include all relevant capital and revenue implications, as their planning begins and permission to spend is required.

- 6.1.2 Should the Council pursue an aspiration for the creation of toilet facilities at any of its 3 proposed main parks, currently without them, it will be required to increase the ongoing revenue funding for that park. The current average estimate for the management and maintenance of a new building within one of the Council's parks is approximately £30k per annum (subject to the size and complexity of the building). This resource requirement is not currently budgeted for and would be required to be considered and included into the Council's annual budget setting process.
- 6.1.3 At present the Council does not have a capital fund available for large scale play area / parks development, other than via S106 funding or CIL allocations, in areas where they exist.
- 6.1.4 S106 funding is often ringfenced to areas near to where development has taken place. This, and the lack of any other capital funding available within the Council, can hinder the improvement of play areas away from developments.
- 6.1.5 Should the Council wish to have the ability to improve its play areas and parks, away from developments subject to S106 funding conditions, it would be required to set up a significant capital fund. The Council's current average cost for play area improvement is £118k per area. As per the revenue funding detail at 6.1.2, this resource requirement is not currently budgeted for and would be required to be considered and included into the Council's annual budget setting process.

6.2 Legal

- 6.2.1 Any contracts relating to the schemes will be let in accordance with the Council's Procurement Regulations and the Public Contracts Regulations 2015 (Replaced by the Procurement Act in February 2025). All contracts will need to be drafted to cover the obligations imposed on all parties involved in the scheme, including provisions for agreed specifications for works and or services. Scheme planning will be required to consider the time scales needed for tender exercises and contract preparation work.

6.3 Human Resources

None.

6.4 Risk Management

There are no strategic risks contained within this report as identified within the Council's strategic risk register.

There is a risk that insufficient funding available in some areas of the District will have a negative impact upon the play area and parks improvement programme, i.e., lack of s106 funding. This may impact upon the Council's Priority Delivery Plan, as play area improvements are a corporate priority.

The main operational risks identified within this report, relate to the Council's ability to sufficiently inspect and maintain its play equipment, and appropriately cleanse its play areas, as identified at 5.42, above. At present, the Council only has one employee dedicated to the inspection and maintenance of the play equipment across its 39 formal play areas. The Council also has a limited resource for the cleansing of play areas, especially following regular high usage i.e. after weekends. Inspections, maintenance, and cleansing employees often must be

supplemented with other employees causing delays or the rearrangement of work, which is not ideal.

6.5 Equalities and Diversity

It is anticipated that the development of this project will have a positive impact in relation to equality and diversity, by providing an accessible year-round opportunity to participate in outdoor physical activities.

6.6 Health

The Council is committed to providing opportunities for people to enjoy healthy lifestyles and to reducing health inequalities in local communities. As well as improving social and physical conditions, initiatives that involve meaningful participation from the community can improve relationships between people, connectivity, belonging, individual wellbeing, and mental health.

Parks and green spaces are assets for good physical health and a protective factor for good mental health. If people are to proactively take steps to support their own physical and mental health, then the provision of quality parks with a range of amenities in which to participate in physical activity, exercise, relaxation, and socialisation are a prerequisite.

6.7 Climate Change

Play areas, parks, open-spaces, and outdoor play, are all considered crucial in the formation of individuals awareness of the environment around them. This awareness often then extends to the wider environment and then onto climate change.

All new play area / parks development will include improvements to the surrounding environment and wildlife habitats, including the planting of trees, shrubs, and grassland. They will be designed to enhance the user's awareness of the natural environment and contribute towards the Council's climate change agenda.

7 Appendices

None.

8 Previous Consideration

None.

9 Background Papers

None.

Contact Officer:	Colin Donnelly
Telephone Number:	01543 464 520
Ward Interest:	All Wards
Report Track:	Cabinet: 24/04/25
Key Decision:	Yes

Retrospective Permission to Spend: Grounds Maintenance Machinery

Committee:	Cabinet
Date of Meeting:	24 April 2025
Report of:	Head of Operations
Portfolio:	Parks, Culture, and Heritage

1 Purpose of Report

- 1.1 To seek retrospective permission to spend on machinery for the Council's Streetscene Grounds Maintenance service.
- 1.2 To seek approval to utilise the Grounds Machinery / Equipment capital reserve for the purchase of the machinery.

2 Recommendations

- 2.1 That Cabinet approves retrospective permission to spend £112,650 from the Grounds Machinery / Equipment capital reserve for the purchase of 3no. ride on flail mowers.

Reasons for Recommendations

- 2.2 The purchase of this specialist machinery is an operational necessity, to reduce service disruption, excessive maintenance down time, and to replace 3no. ride-on Toro mowers that are now beyond their economical repair lifecycle.
- 2.3 The specialist machinery will help to ensure that the Council's and Staffordshire County Council's grassland areas and highway verges can be maintained to the required standard.

3 Key Issues

- 3.1 It is necessary to purchase this replacement machinery to deliver the Council's grassland management service. Without the machinery, grassland areas cannot be managed effectively and will lead to long, unkept grass areas that cannot be maintained or kept free of litter.
- 3.2 The existing 3no. ride on Toro mowers presented many challenges for the 2024 grass cutting season and have been assessed as beyond economical repair. The machinery suffered many break downs, with significant periods of time awaiting repair as replacement parts are now very difficult to obtain, due to their age.
- 3.3 The expected lifespan of such machines in local authority use is approximately 5-6 years, these machines are now over 10 years old, hence the wear and tear leading to increased breakdowns, such as drive shaft failures etc.
- 3.4 Several machinery replacement reports have been prepared previously which looked to replace these machines over a phased period but there has been insufficient revenue or capital service budgets at the time.

- 3.5 There are currently sufficient funds in the Grounds Machinery / Equipment capital reserve for the purchase of the machinery.

4 Relationship to Corporate Priorities

- 4.1 This report supports two of the Council's Corporate Priorities.

Priority 2 - Health and Wellbeing

- Create opportunities for all our residents to lead healthy lifestyles - be it walking or playing in our parks or cycling around the District.

Priority 3 - The Community

- Ensure our neighbourhoods are safe, clean, and tidy.
- Maintain our local parks and green spaces.
- Ensure our communities are well designed, accessible and are inclusive environments.

5 Report Detail

- 5.1 The Council's machinery is essential to continue to provide the Council's Grounds Maintenance service in an efficient manner. The machinery will ensure that Council (and County Council (under contract)) owned grassland areas are cut to the required standard and will avoid unkept, long grass areas developing that are difficult to maintain and to keep clear of litter.
- 5.2 Some of the open space grassland areas are utilised by our residents for informal physical activity including walking and participating in informal family games and exercise. Well-kept grassland areas also provide relaxing, aesthetically pleasing areas for our residents to enjoy.
- 5.3 Following continued service disruption to grassland management for the 2024 grass cutting season, 3 ride-on Toro mowers have been assessed as beyond economical repair. The mowers are over ten years old and have been subject to continual breakdown and no longer justify ongoing repair and maintenance costs. In addition to this, replacement parts are now very difficult to source, and this causes issues on cutting frequencies that can be achieved and increases complaints from residents.
- 5.4 Retrospective permission to spend is sought due to the operational necessity to purchase the machinery. 3no. brand new, up-to-date John Deere ride on flail mowers, offering improved functionality, have had to be purchased at a total cost of £112,650 to replace the 3no. Toro mowers. There are sufficient funds in the Grounds Machinery / Equipment capital reserve.
- 5.5 The machinery is being procured via The Procurement Partnership Limited (TPPL), via a direct award call-off framework agreement.
- 5.6 The proposed mowers have on board telematics and trackers making them more secure and avoiding the Council having to pay for their installation. They also have greater flexibility of use, and the cutting head can be swapped for other implements.

6 Implications

6.1 Financial

The purchase of the 3no. John Deere ride on flail mowers has been made at a total cost of £112,650. The expenditure is proposed to be funded from the grounds trading reserve. The current unallocated balance before any contributions to or from the reserve for 2024/25 financial year is £341,478.73. Following the purchase this would leave a balance of £228,828.73. Therefore, there is sufficient funding in the reserve for the purchase.

6.2 Legal

The purchase is in accordance with the Council's Procurement Regulations and the Public Contracts Regulations 2015 (Replaced by the Procurement Act in February 2025). The machinery is being procured via The Procurement Partnership Limited (TPPL), via a direct award call-off framework agreement.

6.3 Human Resources

None.

6.4 Risk Management

Without sufficient machinery resource, the grounds maintenance service will face continued service disruption and an inability to manage Council owned grassland areas effectively. This leads to increased public complaints, elected member involvement, frustration for staff, and potential longer-term reputational risk to the Council.

6.5 Equalities and Diversity

Effective grassland management will provide accessible informal open space areas for our residents to relax in and to participate in informal physical activity.

6.6 Health

Informal open space areas are seen as essential for good physical health and a protective factor for good mental health. If people are to proactively take steps to support their own physical and mental health, then the provision of quality informal open space areas to participate in physical activity, exercise, relaxation, and socialisation are a prerequisite.

6.7 Climate Change

By providing accessible grassland areas, the management of natural environment assets on or next to the grassland area such as trees, shrubs and flower beds can be maintained and managed effectively. Such assets play a crucial role in climate change and biodiversity of the district.

Switching from rotary to flail mowers will allow the Council to deal with longer grass growth which has been affected by the warmer winter and spring conditions because of climate change, allowing grass to start growing much earlier in the season than it did historically.

7 Appendices

None

8 Previous Consideration

Replacement of Parks and Open Spaces Vehicles and Equipment - Cabinet - 28th April 2022.

Replacement of Specialist Streetscene and Grounds Maintenance Equipment and Vehicles - Cabinet - 21st November 2013.

9 Background Papers

None

Contact Officer:	Lee Booth
Telephone Number:	01785 619 896
Ward Interest:	All
Report Track:	Cabinet: 24/04/25
Key Decision:	Yes

Climate Change Strategy 2025-2030

Committee:	Cabinet
Date of Meeting:	24 April 2025
Report of:	Head of Regulatory Services
Portfolio:	Environment and Climate Change

1 Purpose of Report

- 1.1 This report seeks to gain Cabinet approval for the Climate Change Strategy 2025-2030.
- 1.2 It seeks recognition of and support for the CCDC Climate Change Action Plan and support for the new governance regime introduced as the Climate Action Board chaired by the Cabinet Member for the Environment and Climate Change.

2 Recommendations

That Cabinet:

- 2.1 Approves and adopts the Climate Change Strategy 2025-2030, including the new Climate Action Board and associated Climate Action Plan 2025.
- 2.2 Approves and provides delegated authority to the Head of Regulatory Services in consultation with the Cabinet Member for the Environment and Climate Change to make any changes, amendments, or updates to the Climate Change Strategy 2025-2030 and/or Climate Action Plan as necessary.
- 2.3 Notes that regular performance and delivery updates will be provided to Cabinet on a minimum of either quarterly or 6 monthly reporting cycle as determined by the Head of Regulatory Services in consultation with the Cabinet Member.

Reasons for Recommendations

- 2.4 The Council, alongside many other councils, declared a Climate Emergency in 2019 since then activities to mitigate and adapt for Climate Change have become part of the way the Council delivers services.
- 2.5 The Council has a target to reach Net Zero Operations by XXXX, Climate Action is a fundamental consideration when delivering Council services, but we needed to develop a pragmatic and realistic approach to doing this. The 2025-2030 Strategy looks to develop this approach, alongside Action Plans, that demonstrate exactly what activities are taking place to contribute to the reduction of our operational carbon emissions.
- 2.6 The new Strategy, Action Plans and Climate Action Board will allow us to track, review and ensure that we are moving towards our Net Zero targets in a meaningful way.

- 2.7 In doing this we hope to lead by example and support and encourage other organisations in the locality to do the same.
- 2.8 The Government's Climate Change Committee- states that only a third of the emissions reductions required to achieve the UK's national 2050 Net Zero target are currently covered by credible plans; the new strategy looks to put in place a simple way forward supported by a trackable Action Plan which comprehensively measures the work being delivered to reduce the production of carbon emissions in the District.
- 2.9 This will be achieved by focusing on a number of key areas within our own service delivery which will be the most impactful. This will deliver changes to the way that we work, facilitating the shift towards carbon neutrality, encouraging others in the District to do the same.
- 2.10 In addition, the strategy sets a clear intent to commit to work with businesses and communities in the District to engage, educate and facilitate them to deliver their own steps towards carbon neutrality.

3 Key Issues

- 3.1 The Council is at a crossroads if it wants to deliver its Net Zero Target. The options are:

- 1) to put a realistic, deliverable plan in place or
- 2) do nothing.

As Climate Action is an important consideration for the Council - the 'do nothing option' is not an appropriate option.

- 3.2 As an important consideration it is essential that there is a mechanism in place to ensure the Council is working toward its Net Zero target. Options have been considered on how best to achieve the targets set.
- 3.3 There is limited funding available, so pragmatic ways forward have been prioritised, and the Action Plans only contain projects that have been costed, with delivery agreed within each Service Area.

4 Relationship to Corporate Priorities

- 4.1 Climate Change issues are a fundamental consideration in the way the Council works- this Strategy supports the Council's aspirations.

- 4.2 The Council Plan 2022-2026 states that there are 4 priorities:

Priority 1 - Economic Prosperity.

Priority 2 - Health & Wellbeing.

Priority 3 - The Community.

Priority 4 - Responsible Council.

Climate Change can have an impact on the Council's ability to deliver all these priorities and so is an important consideration for service delivery should the Council wish to meet their priorities.

- 4.3 This Strategy demonstrates the clear commitment to Climate Change mitigation and the CCDC Climate Action Plan demonstrates the clear path to reduce our carbon emissions, whilst delivering services for residents.
- 4.4 The new Climate Action Board ensures that in the future Council activities to reduce emissions are tracked as it moves towards Net Zero. The Action Plan will be reviewed on a quarterly basis and new Action Plans will be developed in advance of each financial year this will allow maximum flexibility to ensure greatest impact.

5 Report Detail

- 5.1 As previously detailed Climate Action is a significant priority for the Council.
- 5.2 Climate change refers to long-term alterations in temperature, precipitation patterns, and other climate variables caused by natural processes and human activities, particularly the emission of greenhouse gases (GHGs) such as carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). These changes impact weather patterns, sea levels, and the frequency and intensity of extreme weather events.
- 5.3 Compared to our climate in 1990, by 2070 the Met Office projects that:
- a) Winters will be between 1 and 4.5°C warmer
 - b) Winters will be up to 30% wetter
 - c) Summers will be between 1 and 6°C warmer
 - d) Summers will be to 60% drier, depending on the region
 - e) And hot summer days will be between 4 and 7°C warmer
- 5.4 It is important that the Council looks to take Climate Action as the changing climate is having a damaging impact on people, ecosystems and infrastructure:
- (a) In the most recent heatwaves of 2022, there was a record number of health related excess deaths. These occurred mostly among the elderly and those with existing ill-health. Heat exposure is estimated to cost the UK economy £260–£300 million per year.
 - (b) Infrastructure and communities: infrastructure impacts from the July 2022 heatwave were extensive, with flights suspended and disruption to rail and road networks. The heatwave caused power cuts due to conductors sagging and transformers overheating. Increased electricity demand presented challenges for system security and operability. There were large spikes in 999 calls and fire services declared major incidents due to multiple wildfires.
 - (c) Agriculture and ecosystems: the wettest 18-month period on record (from October 2022 to March 2024) resulted in thousands of acres of farmland being submerged for extended periods, leading to the loss of crops and animals. This followed a period of significant drought in 2022, where the combination of the lack of rainfall with the summer heat meant soils were very dry. This stressed ecosystems and agriculture and led to record numbers of large wildfires.

(Taken from 'The Seventh Carbon Budget'- Climate Change Committee 2025.)

- 5.5 The Council has an important part to play and a moral duty to address the impact its operations have on carbon emissions in the District and work to mitigate this alongside other action to mitigate and adapt for the impact of Climate Change. The Council needs to help to protect the most vulnerable in our society who are most at risk from Climate Change harm.
- 5.6 The Climate Change Strategy supported by this year's Action Plan goes some way to move towards the Council's Net Zero ambitions. The Climate Change Action Plan focuses on the ongoing workstreams that the Council will utilise to drive climate change mitigation in the Borough

6 Implications

6.1 Financial

The plans are fully costed and within existing Service budgets, where this is not the case any proposals will go through appropriate budget approval processes.

6.2 Legal

None

6.3 Human Resources

We will seek to employ a full time Principal Climate Change Officer to deliver this work and a permanent Climate Change Officer to support them - these roles will be shared between both SBC and CCDC. The Funding is under review for this.

6.4 Risk Management

Failure to adopt a climate change strategy would mean the Council could face several risks across environmental, economic, legal, and social areas:

1. Environmental Risks

- (a) Increased vulnerability to climate events: Without proactive planning, the council area may suffer more from extreme weather events like floods, heatwaves, and storms.
- (b) Loss of biodiversity: Failure to protect natural habitats can lead to species decline and reduced ecosystem resilience.
- (c) Decreased air and water quality: A lack of climate-focused policies may lead to worsening pollution and public health risks.

2. Economic Risks

- (a) Higher costs in the long run: Reactive spending on disaster recovery (e.g., flood repairs) is often more expensive than proactive investment in climate resilience.
- (b) Missed funding opportunities: Many national or regional governments offer grants for climate adaptation projects. Without a strategy, the council may miss out on financial support.

- (c) Reduced investment and tourism: Businesses and tourists may prefer areas with strong environmental policies and sustainable infrastructure.

3. Legal and Regulatory Risks

- (a) Non-compliance with national or international climate policies: Many governments are setting stricter climate targets. Failure to align with these can result in fines, legal challenges, or loss of government support.
- (b) Liability for inaction: Councils could face lawsuits from residents or environmental groups for failing to protect communities from known climate risks.

4. Social and Reputational Risks

- (a) Loss of public trust: Communities expect councils to take action on climate change. Inaction may damage public confidence and lead to criticism.
- (b) Health impacts: Increased air pollution, heat stress, and flood risks can harm public health, leading to higher healthcare costs and reduced quality of life.
- (c) Community displacement: Rising sea levels, extreme weather, and environmental degradation could force residents to relocate, disrupting communities and economies.

In summary, failing to adopt a climate change strategy can result in greater environmental damage, financial strain, legal consequences, and reputational harm. Proactive climate policies help councils build resilience and ensure long-term sustainability for their communities

6.5 Health

Failure to address Climate Change is likely to have an impact on the health of the most vulnerable in our society, this Strategy will take action to mitigate this. Any increase in the number significant weather events such as temperature extremes and flooding that Climate Change brings could impact on the health of residents. The Council has a duty to reduce and track its carbon emissions to reduce future health impacts.

6.7 Climate Change

Climate Change issues are a fundamental consideration in the way the Council works- this strategy supports our aspirations in this field.

7 Appendices

Appendix 1: Climate Change Strategy 2025-2030.

Appendix 2: CCDC Climate Change Action Plan.

8 Previous Consideration

None.

9 Background Papers

None.

Contact Officer: Gabrielle Whitehouse

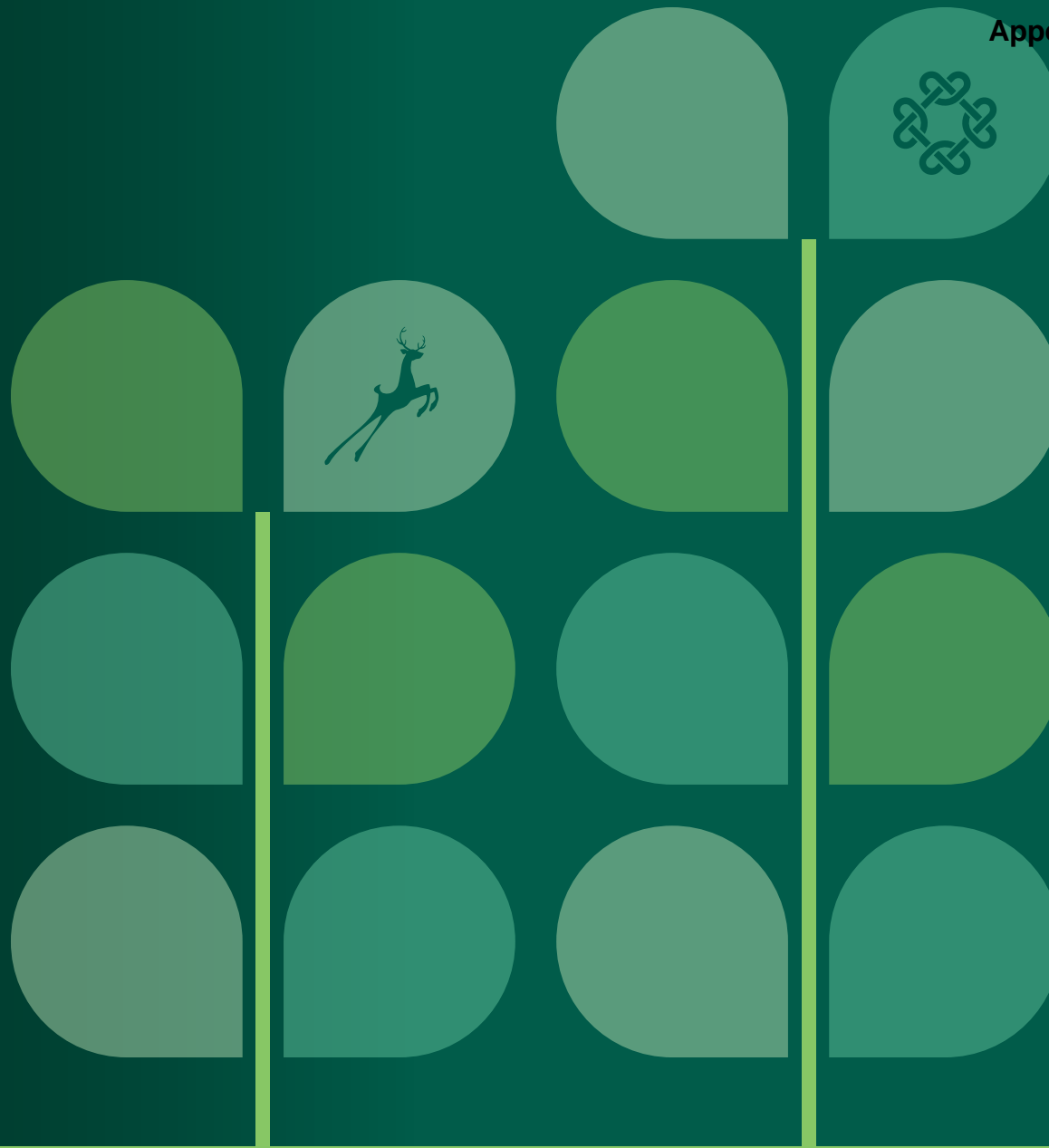
Telephone Number: 01543 464 770

Ward Interest: All

Report Track: Cabinet: 24/04/25

Key Decision: Yes

Climate Change Strategy.



Introduction.



Cannock Chase District Council are working to reduce our Carbon Emissions in line with our hopes to reduce the impact we have on the local environment.

The Council cannot do this alone, so we are hoping to support local community groups, schools, and businesses to work with us to achieve this.

We are especially keen to develop young people in the District understanding and involvement in this work through our Schools Engagement Programme which builds on the legacy of the Great Imaginings Event in 2024.

We will be working in partnership with Keele University to review the impact of this work.

We are setting up the CCDC Community Climate Panel to enable local groups to review the work we are doing on Climate Change moving forward.

Councillor Lisa Wilson

Portfolio holder for Environment and Climate Change



It is some years since Stafford Borough Council agreed that we face a climate emergency. Since that time, the extent and nature of that emergency have become increasingly apparent. Despite the greater awareness of the problem and actions being taken to try to slow down the rate of global warming, it seems we are not acting quickly enough and hopes of limiting the rise in temperatures to 2.5 degrees are fading.

It could be argued that our carbon footprint is relatively small but the fact is that we need to act as an exemplar within the Borough and have a thought – out plan for reducing it.

Given that many staff are now shared with Cannock Chase District Council, it is right that we should be working with them on this project, and I look forward working with officers and members in Stafford and Cannock to find ways of achieving our objective of net zero carbon - but also working with the wider community to help them to do so.

Councillor Anthony Pearce

Portfolio holder for Climate Action and Nature Recovery

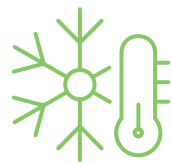
1. Background.

What is Climate Change?

Climate change refers to long-term alterations in temperature, precipitation patterns, and other climate variables caused by natural processes and human activities, particularly the emission of greenhouse gases (GHGs) such as carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). These changes impact weather patterns, sea levels, and the frequency and intensity of extreme weather events.

How much could the UK Climate Change?

Compared to our climate in 1990, by 2070 the Met Office projects that:



Winters are between **1°C - 4.5°C warmer**



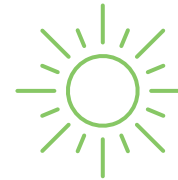
Winters are up to **30% wetter**



Summers are between **1°C - 6°C warmer**



Summers are up to **60% drier** depending on the region



Hot summer days are between **4°C - 7°C warmer**

Has the UK's climate already changed?

We know that the UK has already warmed by 1°C since around the 1950s. We can see this in observations from our land-based weather stations. There are a lot of other ways we observe this change:

- Increased temperature in coastal seas around the UK
- Less frost and snow
- Longer and more frequent warm and hot spells
- Shorter and less frequent cold spells
- Breaking many high temperature records

To see what Climate Change looks like locally follow this link to the BBC

www.bbc.co.uk/news/resources/idt-d6338d9f-8789-4bc2-b6d7-3691c0e7d138

Our Vision is to create a green, healthy and resilient area where people and nature can thrive, by limiting the impacts of Climate Change and meeting our Climate Change and green recovery commitments.

2. The Councils and the Climate Emergency.

The Councils declared a climate emergency in 2019 and have committed to achieving carbon neutrality by 2040.

As Councils we plan to take innovative initiatives that are aimed at reducing our impact on the climate and reducing both Councils carbon emissions. We also recognise that limiting the harmful effects of Climate Change cannot be achieved by any single organisation and the effort requires changes to how we all live and work.

Every resident has a role to play in securing a climate resilient future.

Both Councils wish to mitigate Climate Change by taking all reasonable steps to reduce its carbon footprint and support others in our areas to do the same. We are committed to using our influence to mitigate the effects of Climate Change to both the Borough and the District.

The Climate Change Committee (CCC) is an

independent, statutory body established under the Climate Change Act 2008. Their purpose is to advise the UK and devolved governments on emissions targets. The Climate Change Committee's assessment is that only a third of the emissions reductions required to achieve the UK's national 2050 Net Zero Target are currently covered by credible plans. The Councils will put in place a simple action plan which comprehensively tracks the work being delivered to reduce the production of carbon emissions in the area.

- This will be achieved by focusing on a number of key areas within our own service delivery which will be the most impactful.
- This will deliver changes to the way that we work, facilitating the shift towards carbon neutrality, supporting others in the locality to do the same and these are reflected in the five pillars on page 19.
- In addition, we commit to work with businesses and communities to engage, educate and facilitate them to deliver their own steps towards carbon neutrality.

- What is Carbon Neutrality? Carbon neutrality refers to achieving net zero greenhouse gas emissions.

The Councils will also look to adapt to prepare for the impacts of Climate Change. Delivering Climate Change adaptation measures usually provides other benefits, besides increasing resilience. Often, it also protects and enhances biodiversity, provides health benefits to residents, and contributes to economic prosperity in the area. This is known as a co-benefit.

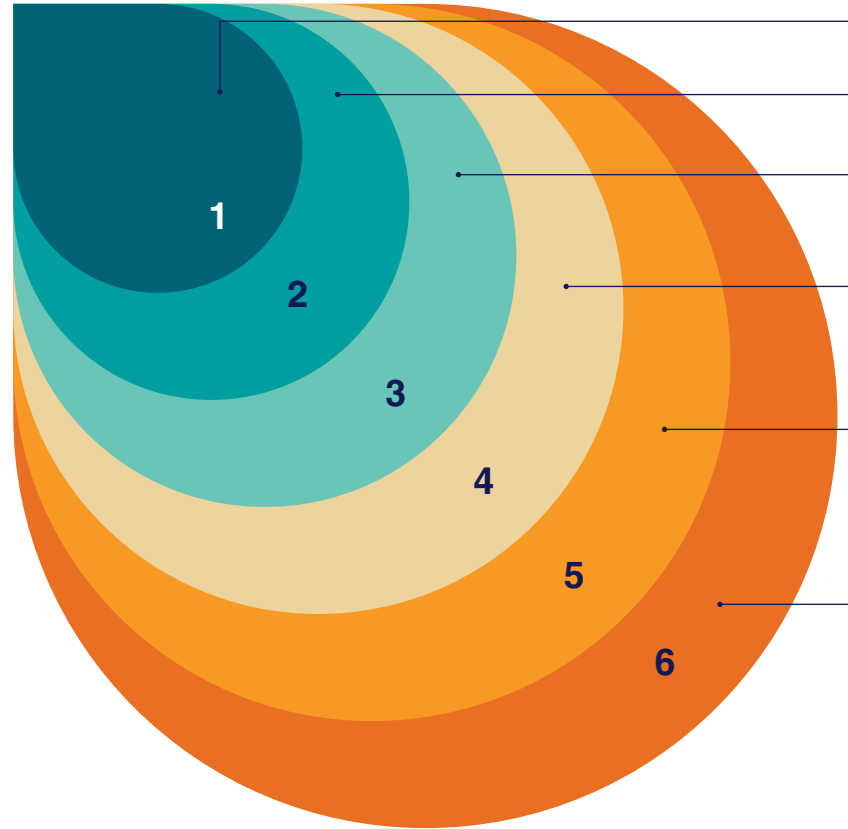
To strengthen our impact, we shall be working together with our Staffordshire Partners to achieve our mutually agreed climate strategy supporting each other to deliver net zero through the Staffordshire Sustainability Partnership. Appendix A details the Climate Change pledges that we have committed to alongside our Staffordshire Partners.

Net zero targets refer to achieving an overall balance between greenhouse gas emissions produced and emissions taken out of the atmosphere. When net zero is reached, global emissions are in balance with reductions, meaning we remove an equal amount of CO₂ from the atmosphere as we release into it.



Six Local Authority Spheres of Influence.

The Climate Change Committee has suggested that the best way for Councils to mitigate for Climate Change in their localities is by utilising the following spheres of influence.



- 1. **Direct Control**
Buildings, operations, travel
- 2. **Procurement, Commissioning and Investment**
- 3. **Place Shaping**
Using powers to control development and transport
- 4. **Showcasing**
Innovating, piloting, demonstrating and sharing good practice, scaling and replicating
- 5. **Partnerships**
Leading, bringing people and organisations together, coordinating and supporting others, joining other partnerships
- 6. **Involving, Engaging and Communicating**
Translating global and national Climate Change targets for local relevance with stakeholders to raise awareness involving people and ideal for local solutions



Strategy Objectives.

Both Councils recognise the urgent need to address Climate Change and are committed to taking action to reduce our carbon footprint and mitigate the impacts of Climate Change on our community. Our Climate Change Strategy is centred around the following key objectives:

This strategy has been developed with reference to the **Climate Adaptation Strategy 2023 and the **Climate Change and Green Recovery Strategy 2020 - 2040.***

1.

Reduce greenhouse gas emissions:

We will work towards reducing our carbon emissions by implementing energy efficiency measures, promoting sustainable transportation options, and investing in renewable energy sources.

2.

Engage and educate the community:

We will engage with the community to raise awareness about Climate Change and the actions individuals can take to reduce their carbon footprint. We will also work with local schools and businesses to promote sustainable practices.

3.

Collaboration and partnerships:

We will work with other local authorities, government agencies, and community organizations to share best practices and collaborate on Climate Change initiatives.

4.

Monitoring and reporting:

We will regularly monitor our progress towards our Climate Change goals and report on our achievements to ensure transparency and accountability.

By implementing these strategies, we aim to play its part in addressing the global challenge of Climate Change and creating a more sustainable future for our community.



3. Where are we now and what are we doing to achieve our Net Zero target?

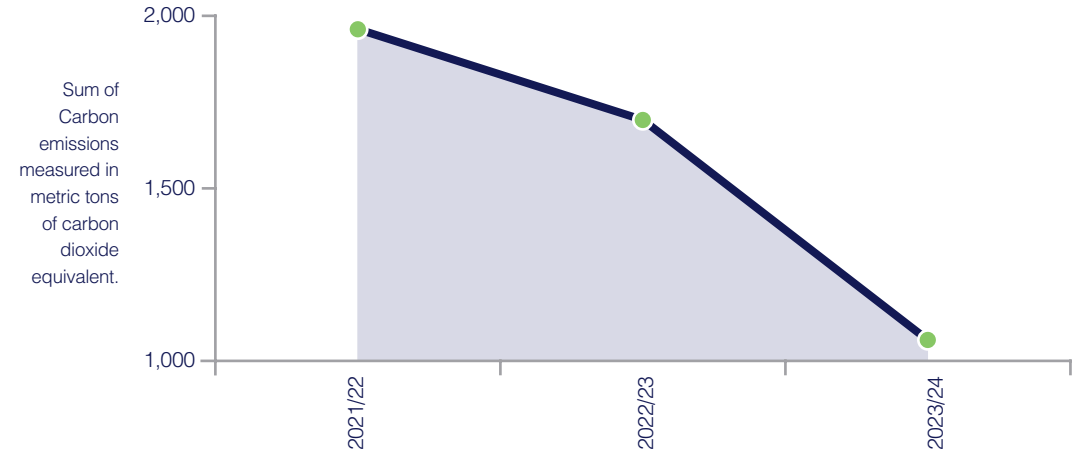
Cannock Chase District Council and Stafford Borough Council have seen reductions in their carbon footprints over time.

Since 2021 both have seen a sizable reduction in the carbon footprints of their operations.

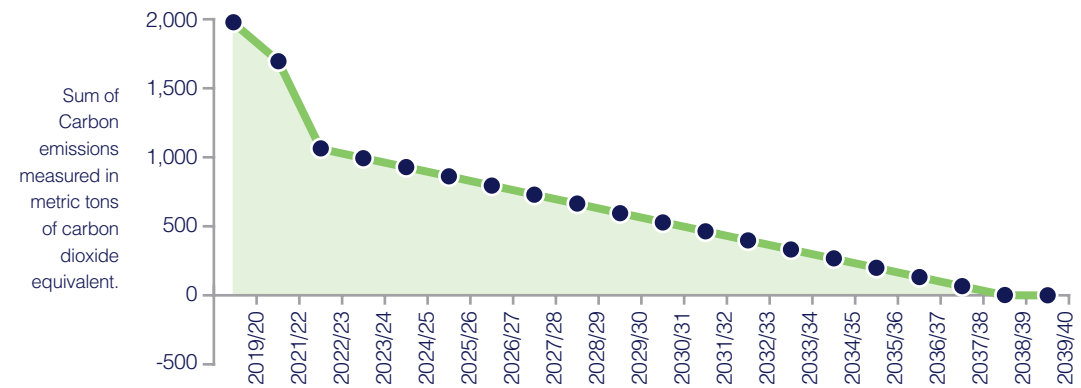
At the end of each financial year carbon emissions are measured and a calculation, following Local Government Organisation guidelines, takes place. This enables each council to track its carbon emissions and understand our progress towards Net Zero.

Diagram 1 demonstrates each Council's actual carbon footprint. Diagram 2 illustrates the projected path to Net Zero.

1. Cannock Chase District Council actual emissions



2. Cannock Chase District Council projected emissions





Keele University Climate Change Partnership

We are working with Sustainability Economists at Keele University to review and develop our Climate Change Strategy, our carbon calculation methods, and Climate Change Action Plans.

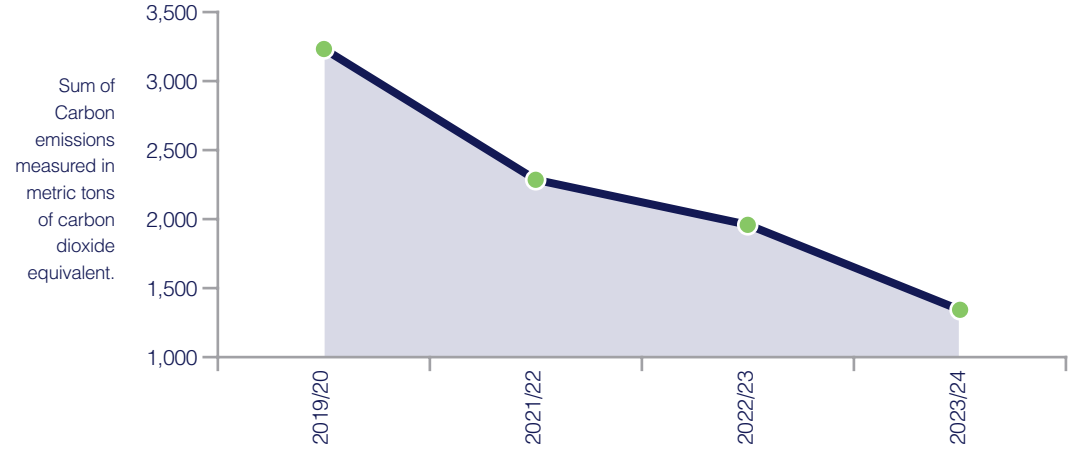
To complement this, research will be carried out to measure the impact of the activities we are taking to educate young people in schools and decision makers in the Councils. We will look to use this intelligence to drive forward our plans.

Keele University are also working with both Councils to deliver Climate Change knowledge to key decision makers within both Councils- as part of a programme funded by the University.

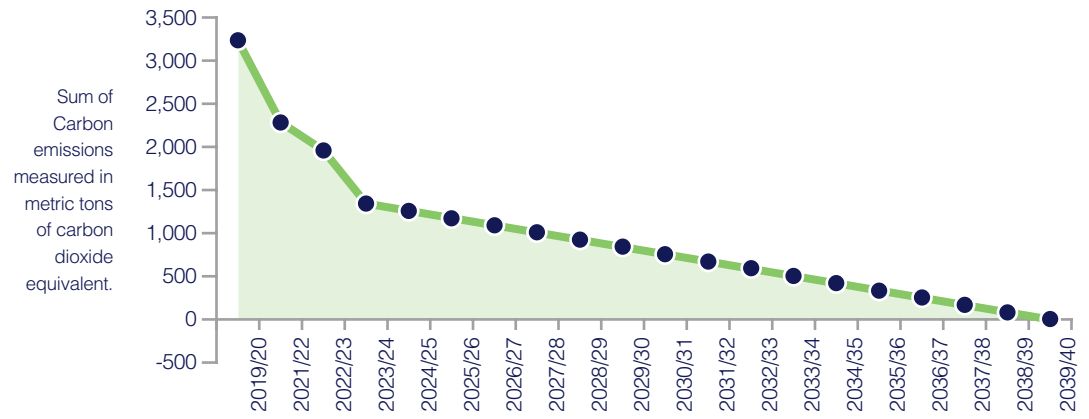


Diagram 1 demonstrates each Council's actual carbon footprint. Diagram 2 illustrates the projected path to Net Zero.

1. Stafford Borough Council actual emissions



2. Stafford Borough Council projected emissions



Case Study.

The Great Imagining Cannock Chase.

In March 2024, Cannock Chase Council launched The Great Imagining Cannock Chase, an exciting community initiative designed to inspire a greener, fairer, and more sustainable future. By empowering residents and aligning with the Council's Climate Change goals, the project encouraged local people to take meaningful action against Climate Change.

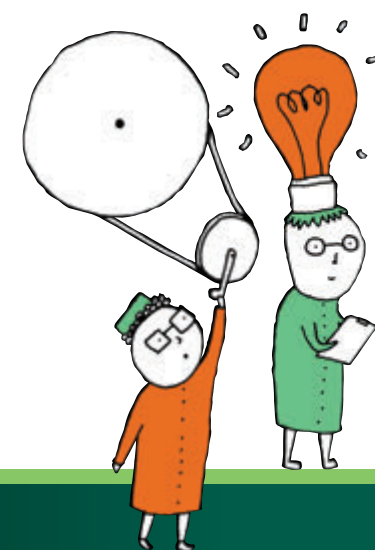
In collaboration with Inspiring Healthy Lifestyles and The House of Fairy Tales, the programme featured creative workshops, interactive sessions, and a culminating event day. More than 4,000 people - including school pupils, community groups, and local leaders - participated in activities ranging from carbon literacy to renewable energy and sustainable living. The contributions were incredible, with hundreds of artworks, sculptures, and innovative ideas showcasing the community's passion for a better future.

Highlights of the Initiative

- Inspiring young minds: Over 2,600 students from primary and secondary schools, as well as South Staffordshire College, engaged through assemblies and workshops.
- Community impact: A vibrant community day welcomed 600 residents, families, and businesses to explore 27 themed activities and workshops.
- Collective action: A bold target was set to reduce the district's carbon footprint by 10% by the end of 2024.

Looking ahead to 2025, the Council is building on this success by launching a school enrichment programme across Cannock Chase and Stafford Borough. This includes creating a young people's Climate Change Network, providing workshops and resources to inspire environmental advocacy. The initiative will also align with a new Climate Change Panel, encouraging collaboration between young people and local authorities.

This project is a powerful example of how local partnerships can drive meaningful climate action, leaving a lasting legacy of environmental stewardship for generations to come.





Case Study. Transition to 100% Green Electricity.



Overview

As part of our ongoing commitment to sustainability and reducing carbon emissions, Stafford Borough Council made a significant step forward by transitioning to 100% green electricity across all sites with the process completing by the end of 2024. This initiative aligns with our Climate Change strategy and demonstrates our dedication to achieving a carbon-neutral future.

Background

In 2023, we began purchasing green electricity for all of our half-hourly metered sites.

The success of this transition highlighted its potential for broader application, prompting us to extend this initiative to all council-operated sites. By expanding this purchasing decision, we have ensured that all our electricity usage now directly supports renewable energy generation.

Key Achievements

- Reduction in Carbon Emissions: By purchasing green electricity, we have taken a major step toward reducing the council's Scope 2 carbon emissions to zero.
- Sustainable Procurement: This initiative ensures that our energy spending supports clean, renewable energy sources such as wind, solar, and hydroelectric power.
- Consistency Across Sites: The council has successfully implemented this policy across all sites, both large and small, demonstrating scalability and commitment to decarbonisation.

Metrics and Outcomes

- Zero Electrical Carbon Emissions: As a direct result of this initiative, our electricity-related carbon emissions will be zero by the end of 2024.
- Continuous Monitoring: Energy use is monitored regularly to ensure ongoing efficiency and alignment with our sustainability goals.

Looking Ahead

This milestone is part of a broader strategy to transition all council operations toward Net Zero carbon emissions. Moving forward, we will continue to identify opportunities for further energy efficiency improvements, including renewable energy generation and storage on council sites.

Impact

By purchasing 100% green electricity, Stafford Borough Council are leading by example, demonstrating that decisive action can result in measurable environmental benefits. This initiative not only reduces emissions but also reinforces our role in driving sustainable practices across the region.





Case Study.

Working Towards Net Zero.

Aston Marina, Stone

Staffordshire based Aston Marina operates a successful canal boat marina, multi award winning wedding & events venue and restaurant at its premises just outside of Stone, Staffordshire. They were successful in securing a £65,000 grant from Stafford Borough Councils Rural England Prosperity Fund to support their continued work towards being more energy efficient and to implement green, renewable sources of power.

Employing in excess of 100 team members, 90% of which reside within a 10-mile radius of the site, sourcing from local suppliers and supporting Staffordshire charities, the business has gone from strength to strength since opening over a decade ago.

In recent years they have been restricted to the number of events they can undertake due to the size and output of the current events kitchen setup. In addition, they have witnessed energy costs increase by over 100% overnight in 2022 and have remained at this level since.

Neil Nicholls, Operations Director at Aston Marina and responsible for overseeing developments said:

“For the business to continue to grow and for Aston Marina to continue contributing positively to the local economy, it was paramount that we invest in improving, modernising and developing the existing wedding and event kitchen.

The original kitchen design was heavily impacted by the remote location and limited power infrastructure of the venue and therefore both electric and LPG were chosen to power the equipment equally. Since this time, the infrastructure of the electrical power supply has greatly improved with minimal disruptions, rendering LPG a costly, dirty and inefficient solution to our catering power requirements.

By significantly increasing efficiency whilst reducing our CO₂ emissions we have seen a reduction in operational costs to allowing us to invest in business growth for other parts of the site.”

Based on a conservative estimate of 30 – 40% growth, the carbon offset would be 15.6 tonnes per annum. This equates to removing 9.2 cars from the roads each year or the planting of 743 trees. A benefit that would be seen with immediate effect once the project has been completed.

Neil went on to say:

“Aston Marina is committed to investing in energy efficiency, green renewable power sources and working towards the government’s 2050 net zero targets. Since 2015 we have undertaken numerous projects to meet these objectives including installing air source heat pumps throughout the site, replacing all lighting with LED equivalents and solar panels installed on the boat workshop”



WIMPY

COLLECTION POINT

<p>ORIGINAL QUARTER POUNDER CHEESE</p>  <p>WIMPY</p>	<p>WIMPY SPICY BEAN BENDY & CHEESE</p>  <p>WIMPY</p>
<p>BREADED CHICKEN FILLET FIVE CHICKEN STRIPS</p>  <p>WIMPY</p>	<p>WIMPY CHEESE BURGER</p>  <p>WIMPY</p>



Case Study.

Energy Efficiency Investment.

Wimpy, Stafford

The Wimpy, Milford is a well-established business and has been trading since 1964, when it became the first-ever Wimpy takeaway in the UK. The business is an energy-intensive operation using approx. 63,000 kWh of electricity a year (There is no gas supply). The increase in energy prices over the last two years has significantly affected the viability of the business. The owners were looking to safeguard the future of the business by reducing overheads and making it more resilient against future fluctuations in energy prices.

Tim Sandy, owner of the Wimpy and responsible for looking at ways to improve energy efficiency said:

"There was a very real need for us to review our energy efficiency because the current market conditions faced by The Wimpy, Milford are the most challenging in its 59 years of trading. The difficulties are mirrored by the hospitality industry as a whole. Rising energy bills and other costs saw 1,611 UK hospitality businesses permanently close in the fourth quarter of 2022, the equivalent of nearly 18 a day."

The project has several key elements and was supported by funding from Stafford Borough Councils UKSPF programme.

The existing Valentine fryers, which date back to 1993 were replaced. The latest model is not only more energy efficient, but its pumped oil filtration system increases the lifespan of cooking oil by 40%, which would save almost 1000 litres of oil per year - the cost of which has increased by 200% since 2019.

The second element was the upgrade of the existing food storage system. The new cold store would use about 50% less energy than the previous four chest freezers.

Solar panels have been installed. This would generate an estimated 7,761 kWh of clean electricity every year and save about 2,000 kg of CO₂ – significantly reducing the business' carbon footprint.

Tim went on to say:

"After years of stability in energy and food costs, the sudden increases in overheads have caught out many in the hospitality industry, with thousands of businesses unable to survive the rapid changes and reduced margins. Our business has now undertaken new-to-firm innovation, adopted productivity-enhancing, energy-efficient and low carbon technologies and techniques to help support the business to thrive."





4. Implementation Framework and Climate Change Action Plan.

This Climate Change Strategy links to other wider strategies in place at the Councils including the Stafford Borough Council Economic Prosperity Strategy and the Cannock Chase District Council Economic Prosperity Strategy.

Each Climate Change Action Plan focuses on the ongoing workstreams that each Council will utilise to drive Climate Change mitigation in both the District and the Borough.

The Climate Change Action Plans will be revised each financial year and will be available on the Climate Change area of each Councils website. This will help to embed Climate Change mitigation in the way that the Councils deliver their services. We have selected these five pillars of focus as they allow the Councils action to have the greatest and most meaningful impact.

The five main pillars of focus for the Councils are:

1. Corporate Assets and Housing
2. Transport
3. Community Engagement
4. Business Engagement
5. Sustainability Education

Progress with these five pillars will be tracked by the Climate Change Action Plan. To successfully implement the Climate Change Action Plan the councils will use the following methods;

Leadership and Coordination

Establish a dedicated climate action team at each council to coordinate and lead climate initiatives that will report into the Climate Change Action Board chaired by the Cabinet member for Climate Change and Nature Recovery / the Portfolio holder for Environment and Climate Change for Place.

Funding and Resources

Secure funding through council budgets and identify other funding through government grants, and partnerships with private sector and non-profit organizations.

Stakeholder Engagement

Continue to create and develop the use of advisory panels and working groups comprising community members, experts, and stakeholders to guide and support the strategy as in the case of the SBC Climate Change Group.

Communication and Outreach

Develop a communication plan to keep residents and businesses informed and engaged with the council's climate initiatives.



5. Climate Change Governance.

Climate Change Action Plans have been developed that incorporate each of the five key delivery pillars.

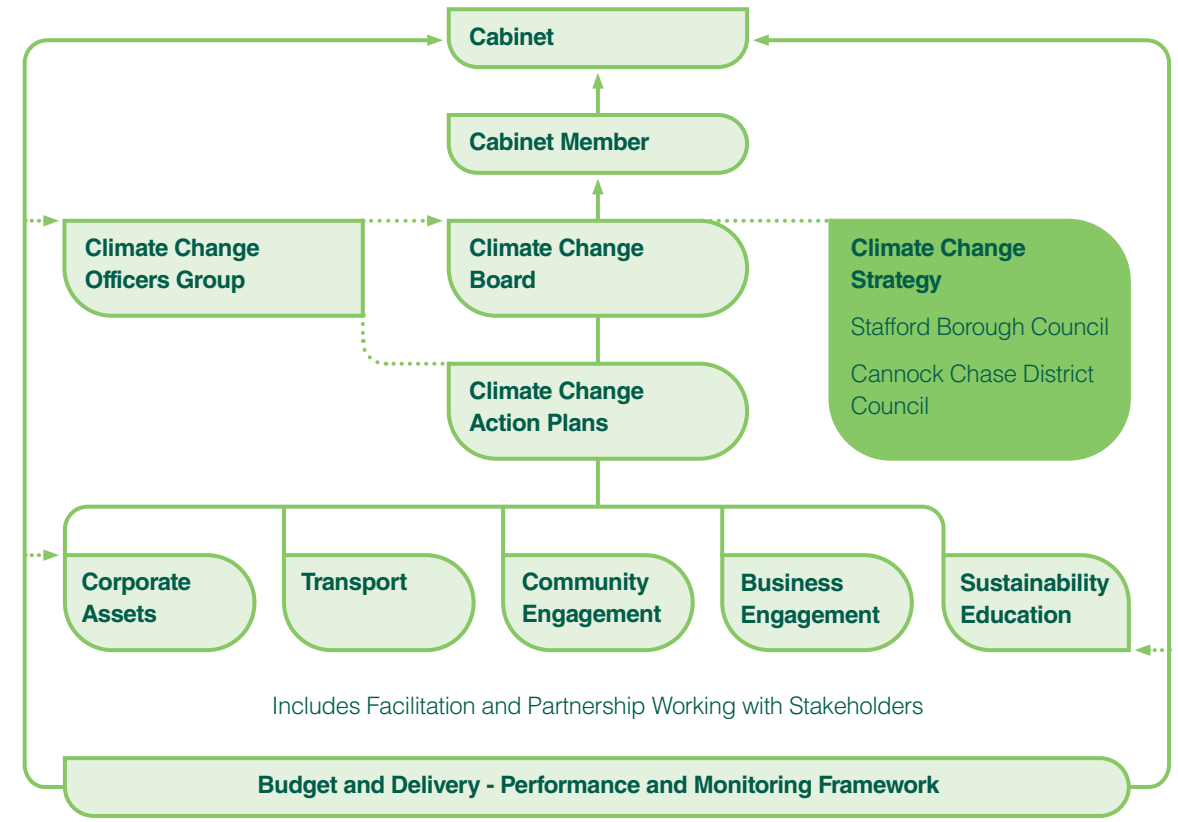
Governance will be provided by the Climate Change Action Board. The Board will track performance on a quarterly basis.

The Board will comprise the relevant Heads of Service, the Deputy Chief Executive for Place, and will be chaired by the relevant Cabinet member from each authority in turn.

The Terms of Reference for the Board will allow other interested parties to sit on the Board as required.

Senior Service Managers for each service will provide quantifiable, RAG (Red, Amber, Green) rated feedback for each teams performance.

The outcomes of the Board Meetings and the progress of moving towards our targets will be shared with Cabinet and Full Council on a quarterly basis.



Appendix.

	Cannock	Stafford
<p>Pledge 1: Baseline Reporting</p> <p>All Councils will prepare and publish an annual baseline analysis of their organisation's carbon footprint. All Councils will assess and publish progress in reducing their carbon footprint in October each year.</p>	<p>Carbon emissions report completed.</p> <p>Report to be scheduled for Cabinet briefing in March 2025.</p>	<p>Carbon emissions report completed.</p> <p>Report to be scheduled for Cabinet briefing and Cabinet in February / March 2025.</p>
	<p>In progress - to be reported as part of the above.</p>	<p>In progress - to be reported as part of the above.</p>
<p>Pledge 2: Carbon Literacy Training and Awareness</p> <p>All Councillors and Senior Management Teams will undertake carbon literacy training to build corporate awareness of the issue and the Council's role in securing carbon reduction. All Councils will conduct a community impact assessment for key projects and proposals and include an assessment of Climate Change Implications in all key decision reports.</p>	<p>Councils Members and Senior Officers have completed training in 2021-2023. In addition, we are working with Keele University to refresh training for elected members, senior leadership team, and service managers by July 2025.</p>	<p>Councils Members and Senior Officers have completed training in 2021-2023. In addition, we are working with Keele University to refresh training for elected members, senior leadership team, and service managers by July 2025.</p>
	<p>In place.</p>	<p>In place.</p>
	<p>In place.</p>	<p>In place.</p>



Appendix.

	Cannock	Stafford
<p>Pledge 3: Ambassadors</p> <p>All Councils will encourage members to act as climate change ambassadors, to encourage reduction in organisational carbon footprints and champion this in their own division/ward areas.</p>	<p>Officers and members have continued to work on the Great Imagining Legacy project. This project will see engagement activities in 20 schools in SBC and 20 schools in CCDC areas. This will hopefully drive behavioural change in schools age, children, and their families. Elected Members are championing the joint Sustainability Strategy 2025/29 with the new 2025 Climate Action Plan.</p>	<p>Officers and members will begin to work on the Great Imagining Legacy project. This project will see engagement activities in 20 schools in SBC and 20 schools in CCDC areas. This will hopefully drive behavioural change in schools age, children, and their families. Elected Members are championing the joint Sustainability Strategy 2025/29 with the new 2025 Climate Action Plan.</p>
<p>Pledge 4: Green Travel Planning</p> <p>All Councils will support and facilitate green travel by members, employees, and their communities through promotion of green travel planning. Policy implementation on green transport and ways of working.</p>	<p>Part complete - Organisational agile working established across the Council, allowing employees to work from home. Working on a Green travel strategy for the Council and district, for publication during 2025, to sit alongside the County Council's.</p>	<p>Part complete - Organisational agile working established across the Council, allowing employees to work from home. Working on a green travel strategy that will include EV charging.</p>
<p>Pledge 5: Communications</p> <p>All Councils will contribute to a countywide communications group who will plan to deliver and manage a countywide Communications Plan, working together to drive our collective net zero visions forward, throughout the County.</p>	<p>CCDC has committed to the Comms Plan. In progress.</p>	<p>SBC has committed to the Comms Plan. In progress.</p>
<p>Pledge 6: Green Energy</p> <p>All the Councils will commit to procure 100% green energy supplies for their electricity as soon as existing contract commitments allow.</p>	<p>In Hand- Council is in the process of switching to 100% REGO certified green energy.</p>	<p>Complete - Council has switched to 100% REGO certified green energy.</p>



Appendix.

	Cannock	Stafford
<p>Pledge 7: Energy Reduction</p>	<p>We're currently undertaking a wider asset review which will include energy. We recently transferred over to a greener tariff for the Council. This will review will be an ongoing programme.</p>	<p>We're currently undertaking a wider asset review which will include energy. We recently transferred over to a greener tariff for the Council. This will review will be an ongoing programme.</p>
<p>Pledge 8: Low carbon fuelled fleet vehicles</p> <p>Moving towards an aspirational zero emission operational vehicle fleet, the Councils will by 2025, establish a plan to move to low carbon fuels within their internal fleets by 2030.</p>	<p>There are ongoing plans to review and update the Councils fleet of vehicles as part of shared service transformation. There is an aspiration where possible to do this with more sustainable options. 2 new EV's have been purchased as part of this programme.</p>	<p>There are ongoing plans to review and update the Councils fleet of vehicles as part of shared service transformation. There is an aspiration where possible to do this with more sustainable options. 2 new EV's have been purchased as part of this programme.</p>
<p>Pledge 9: Waste and Recycling</p> <p>All Councils will be actively supporting the development of a new Joint Waste Strategy for Staffordshire and Stoke-on-Trent by 2025.</p>	<p>We are working alongside officers from the Staffordshire Waste Officers Group on the new Joint Waste Strategy for Staffordshire and Stoke-on-Trent.</p>	<p>We are working alongside officers from the Staffordshire Waste Officers Group on the new Joint Waste Strategy for Staffordshire and Stoke-on-Trent.</p>
<p>Pledge 10: Innovation and Technology</p> <p>Working collaboratively with research institutions, businesses and partners the Councils will encourage both innovation and technology development, that will assist the delivery of our combined net zero visions.</p>	<p>We're actively working with the Stafford college/ Keele and the new Innovation Centre which is being built in Stafford and will closely look to that innovation field. We currently run significant business growth programmes including that of UKSPF which has supported green tech and engaged with many private sector businesses and industries across the District.</p>	<p>We're actively working with the Stafford college/ Keele and the new Innovation Centre which is being built in Stafford and will closely look to that innovation field. We currently run significant business growth programmes including that of UKSPF which has supported green tech and engaged with many private sector businesses and industries across the Borough.</p>



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Climate Action Plan.





Foreword.

As a local authority, Cannock Chase District Council is committed to addressing climate change and working towards a more sustainable future. Through this Climate Action Plan, we aim to integrate sustainability into all aspects of our operations, ensuring that our corporate assets, transport systems, businesses, and communities contribute to reducing carbon emissions and enhancing environmental resilience.

This plan outlines key actions under five strategic pillars:



1. **Corporate Assets** - Improving the sustainability of council-owned assets through energy efficiency and renewable energy measures.



2. **Transport** - Promoting sustainable transport solutions and reducing emissions from council fleets and operations.



3. **Community Engagement** - Supporting and empowering residents to adopt sustainable lifestyles.



4. **Business Engagement** – Encouraging businesses to transition to low-carbon operations and access support for green initiatives including skills.



5. **Sustainability Education** – Providing training and educational opportunities to improve understanding and participation in climate action.





Baseline Emissions.

The total gross carbon footprint for the reporting period is 1,060.8 tCO₂e, compared to last year's net figure of 1,341.8 tCO₂e. While this reflects a slight decrease of 281 tCO₂e, the decrease is attributed to the exclusion of 360 tCO₂e of carbon offset from tree planting, and the inclusion of 475.2 tCO₂e from additional emission sources based on LGA guidance.

Carbon Emission Breakdown by Scope.

Scope	Description	Cannock (tCO ₂ e)
Scope 1	Direct emissions: Gas, LPG, and fleet vehicles.	395
Scope 2	Indirect emissions: Electricity usage.	196
Scope 3	Other indirect emissions: Waste, water, business travel.	469





1. Develop a Comprehensive Carbon Baseline for Council Operations.

Actions	Responsible Service	Timescale
Gather and analyse emissions data from all council facilities to create a clear baseline for tracking progress.	Regulatory Services	Immediate to Short-Term (1-3 years)
Build an integrated carbon monitoring platform to centralise data and guide decision making.	Regulatory Services	Immediate to Short-Term (1-3 years)
Automate data collection systems for seamless updates to the monitoring platform.	Regulatory Services	Immediate to Short-Term (1-3 years)
Release an annual report detailing carbon metrics and future priorities.	Regulatory Services	Immediate to Short-Term (1-3 years)





2. Establish a Climate Action Working Group.

Actions	Responsible Service	Timescale
Form a dedicated working group to coordinate and oversee climate action initiatives across all council departments.	Regulatory Services	Short-Term (1-3 years)
Conduct quarterly reviews of progress to identify opportunities for improvement and celebrate achievements.	Regulatory Services	Short-Term (1-3 years)
Update the action plan annually, ensuring it remains relevant and ambitious.	Regulatory Services	Short-Term (1-3 years)
Report progress to Cabinet and Senior Leadership Team to ensure ongoing alignment with council priorities.	Regulatory Services	Short-Term (1-3 years)





Pillar 1. Corporate Assets.



Initiative	Description	Responsible Service	Status
Swimming Pool Solar PV at Rugeley Leisure Centre	Installation of solar panels on the roof, funded by the Swimming Pool Support Fund.	Wellbeing	Immediate to Short-Term (1-3 years)
Green Electricity Procurement	Transitioning all council sites to renewable energy sources.	Housing & Corporate Assets	Immediate to Short-Term (1-3 years)
LED Streetlighting Upgrades	Replacement of sodium streetlights in Cannock Town Centre with LEDs.	Housing & Corporate Assets	Short-Term (1-3 years)
IT CO ₂ Emissions Reduction	Reduction of IT-related emissions through improved infrastructure, energy efficient hardware, and sustainable disposal of old devices.	Transformation & Assurance	Short-Term (1-3 years)



Pillar 2. Transport.

Initiative	Description	Responsible Service	Status
SSB Taxi Decarbonisation Initiative	Encouraging taxi services to transition to Euro 6, hybrid, and electric vehicles.	Regulatory Services	Medium-Term (3-5 years)
Fleet Procurement	Phasing out aged fleet vehicles and replacing them with electric alternatives where feasible.	Operations	Short-Term (1-3 years)
Anti-Idling Campaign	Reducing unnecessary idling of council fleet vehicles.	Operations	Immediate to Short-Term (1-3 years)
EV Charging Infrastructure (LEVI Programme)	Installing residential street charging points in collaboration with Staffordshire County Council.	Operations	Medium-Term (3-5 years)



Pillar 3. Community Engagement.

Initiative	Description	Responsible Service	Status
Voluntary Litter Picking – Great British Spring Clean / Chase Litter Champions	Community-led litter collection and education programme.	Operations	Short-Term (1-3 years)
Social Housing Decarbonisation Fund	Improving insulation, heating systems, and renewable energy integration in 112 council homes.	Housing & Corporate Assets	Medium-Term (3-5 years)





Pillar 4. Business Engagement.

Initiative	Description	Responsible Service	Status
Net Zero Pathfinder Programme	A 12-week programme led by Staffordshire University to support businesses in developing Net Zero plans.	Economic Development & Planning	Short-Term (1-3 years)





Pillar 5. Sustainability Education.

Initiative	Description	Responsible Service	Status
Educational Engagement through Existing Programmes	Sustainability education is integrated into Cannock Chase Council's existing community engagement and business support programmes.	Regulatory Services	Short-Term (1-3 years)
The Great Imagining	School enrichment programme fostering creativity and sustainability awareness in 40 schools.	Regulatory Services	Immediate to Short-Term (1-3 years)





Monitoring & Reporting.

This Climate Action Plan will be reviewed annually, with progress updates published on the council's website.

Key indicators for success include:

- Reduction in carbon emissions from council operations.
- Increase in renewable energy generation and energy efficiency improvements.
- Expansion of EV charging and sustainable transport use.
- Increased engagement and participation in sustainability initiatives.
- Increased engagement with businesses around sustainability.





Conclusion.

Cannock Chase District Council remains committed to climate action, working with residents, businesses, and local stakeholders to create a sustainable and resilient future. This plan provides a clear roadmap for reducing emissions and integrating sustainability into council operations.



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Review of Tenancy Agreement 2025

Committee:	Cabinet
Date of Meeting:	24 April 2025
Report of:	Head of Housing and Corporate Assets
Portfolio:	Housing and Corporate Assets

1 Purpose of Report

- 1.1 This report seeks to adopt a new Tenancy Agreement following consultation with tenants. It is a substantial reworking and modernisation of the agreement that supports the delivery of HRA housing services to tenants and provide clarity on the Council's approach to Housing management.
- 1.2 It is important that a tenancy agreement is kept up to date in terms of legislative requirements and changes to policy and practice. The Council's current tenancy agreement (attached at Appendix 1) requires updating to reflect the changes in Housing, Social Welfare, Landlord and Tenant law.

2. Recommendations

- 2.1 Approval of the revised Tenancy Agreements for Secure and Introductory Tenants which has been subject to consultation with residents in accordance with section 103 Housing Act 1985 in Appendix 2.
- 2.2. That Cabinet note the summary of the proposed changes as detailed in Appendix 3.
- 2.3 Notes the content of the Report and an analysis of responses received about the revised Tenancy Agreement in Appendix 4.
- 2.4 Approve the service of a formal notice of variation of tenancy upon all secure Council Tenants.

Reasons for Recommendations

- 2.5 An understanding of the rights and responsibilities of both landlord and tenant is a keystone for providing high quality council homes and landlord services. Having a clear, unambiguous Tenancy Agreement is vital to this.

3 Key Issues

- 3.1 The Council's current Tenancy Agreements require updating. The work undertaken has resulted in a substantial reworking and modernisation of the agreement that supports the delivery of HRA housing services to tenants.
- 3.2 The current tenancy agreement's numbering, titles and layout of the revised Tenancy Agreement has been adapted to make the agreement easier to read and understand and to be more "user friendly".

- 3.3 A new introductory section which sets out the key rights of tenants has been included at the start of the agreement. This allows tenants to see immediately their key rights and the obligations of both parties.

4 Relationship to Corporate Priorities

- 4.1 The Tenancy Agreements contributes directly to Corporate Priorities 2, 3 & 4:

(i) **Priority 2 - Health and Wellbeing:**

We will continue to work with partners to make our homes, neighbourhoods and estates safer places to live, work and visit.

(ii) **Priority 3 - The Community:**

The provision of good quality housing in the public sector is a priority for the Council and there is a commitment to achieve this by managing our Council homes efficiently and effectively. A robust tenancy agreement which sets out the rights and responsibilities of tenants.

(iii) **Priority 4 - Responsible Council:**

Making the best use of the limited housing resource available by allocating council housing in a fair way, which supports sustainable tenancies and stronger communities.

5 Report Detail

- 5.1 Tenancy agreements form the basis of the relationship for 5,032 tenants (31.03.24) and set out the rights and responsibilities of both parties. Reflecting statutory requirements imposed upon the landlord by acts of parliament, principally the Housing Acts 1985 and 1996 and contractual requirements imposed through the agreement itself.
- 5.2 As a local authority, the tenure types the Council can offer are limited by statute, most significantly the Housing Act 1985. The Council's most common tenure type is Secure Tenancies, and the Council has also used Introductory Tenancies for new tenants. An Introductory Tenant become Secure if the Council does not take action to end the tenancy due to tenancy breaches. It is very important that the Council's Tenancy Agreement is clear and reflects current law and practice, as it is one of the tools used when enforcement action is required against a tenant.
- 5.3 In 2024, work commenced on the terms and conditions of a new draft tenancy agreement, and this was internally consulted on at the beginning of 2024. A working group involved Housing Services with Legal Services colleagues advising on process and supported by external consultancy Solicitor's Anthony Colins.
- 5.4 Apart from setting out clearly statutory rights and responsibilities, the Tenancy Agreements also must fulfil other conditions, notably the requirements in the Unfair Contract Terms Act 1977.
- 5.5 Specifically, the revised agreement now accommodates key legislative and regulatory changes such as the Anti-Social Behaviour Act 2014, General Data Protection Regulation 2018, Domestic Abuse Act 2021, and accounting for changes in the Social Housing (Regulation) Act 2023 and the Building Safety legislation. This also includes changes in housing case law.

Principal Changes Proposed

5.6 The existing Tenancy Agreement is available on the Council's website and is attached at Appendix 1. The existing tenancy agreement is split into 4 sections, the Terms, Landlord obligation, Tenant's obligation and Tenant's rights. The draft new Tenancy Agreements (attached at Appendix 2) is divided into 6 very clear and distinct sections focusing on landlord's obligations and tenant's rights and obligations, with an introductory page. The changes proposed through the new Tenancy Agreements are summarised below:

- **Introduction:** an explanation of the tenancy type, the contractual agreement, declarations and signed agreement.
- **Section 1:** Provides a layout and explanation of words used in the agreement.
- **Section 2:** Landlord's obligations.
- **Section 3:** Tenant's Obligations.
- **Section 4:** Tenant's rights.
- **Section 5:** Ending the tenancy.
- **Schedules:** 1-Definitions, 2- Services, 3-Contents, and 4-Gifted items.
- **Appendices:** 1-photographs, 2-plan of home, 3-title and planning.

5.7 The new Tenancy Agreements seeks to address structural or formatting changes in the current agreement. The new conditions fall into two broad categories:

- Additional clauses that do not have any equivalent in the existing agreement.
- Existing clauses re-written, clarified, expanded upon and/or strengthened.

5.8 The examples given below are not exhaustive.

New clauses:

- Permitted number of people who can occupy a property will be mentioned at the start of the tenancy.
- The inclusion of a clause making the tenant liable to continue paying any former tenant debt(s) that they have with us from a previous tenancy.
- Explanation that rent some years can be charged over 53 weeks.
- A new Data Protection clause.
- Notional assumption that tenants will pay all out going property costs.
- New Fraud clause.
- New Health and Safety and Hygiene clause.
- A clause covering a failure to carry-out works that result in recharges.

5.9 Other proposed amendments of the existing agreements have been reviewed to give greater clarity and to accommodate some of the operational issues that have arisen in recent years. These include:

- The inclusion of a requirement to give access for a tenancy home check so that identity can be checked to reduce potential tenancy fraud and to ensure landlord building compliance is checked and communicated to tenants.

- There is more clarity around the provision requiring rent to be paid in advance but providing flexibility to accommodate individual tenants' circumstances.
- Bringing the section that relates to pet ownership into line with best practice on pets and animals.
- The inclusion of a clause relating to hoarding to make it easier for Officers to act in cases where health and safety is being compromised.
- Tightening up the clauses relating to parking. To prevent blocking access to garages or turning points in designated parking areas; and to compel tenants to seek permission for non-commercial vehicles to be parked on front gardens.
- Updated anti-social behaviour clause to cover harassment and bring it into line with the corporate policy.
- Sets out clearly what the landlord's responsibilities are in respect of insurance-buildings and not contents insurance.
- The opportunity has been taken to update the Data Protection & Information Sharing statement so that it is aligned with the Council's Privacy Notice.

A summary of the changes is provided in Appendix 3, together with an explanation of the reason for the proposed change.

Consultation and Community Engagement

- 5.11 There is a clear statutory process to vary a Secure Tenancy laid out in s.103 of the Housing Act 1985. The terms of an existing secure tenancy may be varied by the Council by the servicing of a Notice of Variation on the tenant. However, before the Council can serve this Notice of Variation, the Council must first serve a Preliminary Notice which informs the tenant of the Council's intention to serve a Notice of Variation. The Notice must specify the proposed Variations and its effects and invite the tenant to comment on the proposed variations within a period considered reasonable by the Council. The Council must consider any comments made by tenants within the consultation period before deciding to serve the Notice of Variation.
- 5.12 During week commencing 02 December 2024 a statutory "Preliminary Notice of Variation" was posted to all existing tenants to ensure receipt by the consultation commencement date, although a few residents received their letters a few days earlier. Tenants who are known to be Councillors or members of staff received early notice of the changes. This notice was the first stage of our consultation with tenants about the proposed changes to the Tenancy Agreement and gave tenants the opportunity to give feedback up until 24 January 2025. Although not required to do so, tenants were invited to give their comments in a variety of ways. These were:
- returning a feedback form.
 - on-line feedback form: [new tenancy agreement consultation response form](#).
 - completing a feedback form either over the telephone or in person at Civic Centre.
 - Officers held a drop-in session for tenants on 11 December 2024.
 - emailing comments.
 - phone call replies.
 - reception desk discussion.

- 5.13 A dedicated webpage and an online survey were set up on 06 December 2024 (www.cannockchasedc.gov.uk/residents/housing/neighbourhoods-team/tenancy-agreement) supported by information in a 'Frequently Ask Questions' section on the website.
- 5.14 Across all consultation platforms (online, email, phone call or visits to Office) a total of 63 sets of comments were received equating to an approximate response rate of 1.25% of the tenant base. A total of 3 emails were received via the dedicated e-mail address (ResidentEngagement@cannockchasedc.gov.uk). A summary of the comments subject matter denoted the following concerns: pets and wild animals, trees, fencing, difficult in understanding the tenancy agreement, parking / vehicles and scooters, debts, succession to a tenancy and sheds.
- 5.15 A detailed analysis of the comments is included at Appendix 4. All comments were answered and this included unrelated comments to the consultation, and these were passed to the appropriate Services for action. None of the comments necessitated changes to the proposed text, clauses or sections of the Tenancy Agreement. In total 22 tenants agreed with the changes to the tenancy agreement, 2 disagreed and 40 neither agreed nor disagreed.
- 5.16 The draft agreement was also shared with the Community Safety Partnership, Housing Strategy and Housing Options Teams, who all welcomed the proposed new tenancy agreement.

Next Stage

- 5.17 The next stage will be to implement the new Tenancy Agreements. We will write to all existing secure tenants, issuing them with a Notice of Variation, which will vary the conditions of tenancy. The Notice will give a date when the new Tenancy Agreement comes into effect, which will be at least 28 days from the date of the Notice. We anticipate the new agreement coming into effect after April 2025 if it is approved.
- 5.18 Any new tenants offered either an Introductory or Secure tenancy from that date will sign up to the new terms and conditions. Existing tenants will not have to sign a new tenancy agreement; they will receive a written Notice (Notice of Variation).

6. Implications

6.1 Financial

The printing of the Notice of Variation and new draft Tenancy Agreement is covered in existing budgets.

6.2 Legal

Section 102 of the Housing Act 1985 sets out ways a secure tenancy can be varied. The Council has complied with its statutory duty under section 103 of the Housing Act 1985 to serve a preliminary notice of variation of the tenancy agreement on its secure tenants. It has also carried out consultation with tenants on the proposed changes in accordance with section 105 of the Act.

The outcome of the consultation exercise is set out in the body of the report. Overall, most of those tenants who responded are in favour of the proposed changes. Formal notice of variation of the terms of the agreement will be served on tenants if Cabinet agrees the proposed changes.

Following consultation, the Council must give a minimum notice period of 4 weeks' notice of any change.

6.3 Human Resources

There is no direct implication.

6.4 Risk Management

The key risk is one of legal challenge if the tenancy agreement is not updated and also the Council may not be able to enforce both its landlord duties and tenancy obligations. An updated agreement will assist in the facilitating the management of housing stock, improvement of community relationships to avoid litigation action by and against the Council.

This report relates to the Council's aim to ensure an effective, efficient and high performing frontline housing landlord service.

6.5 Equalities and Diversity

An Equality Impact Assessment has been completed and is available as a background paper to the report; no significant impacts have been identified. Any issues with tenants who cannot:

- read or write,
- read or write in English,
- read due to being visually impaired,
- or will have difficulty with reading the tenancy agreement

will be mitigated through alternative forms of communication e.g. telephone or face to face contact, video, an easy read Tenancy Agreement, an agreement in the person's first language, braille or large print.

6.6 Health

The revised Tenancy Agreement will contribute positively to improving health and wellbeing conditions of properties, community spaces and the relationship between the tenant and the landlord.

6.7 Climate Change

No direct implications

5 Appendices

Appendix 1: Existing agreement.

Appendix 2: New Draft Tenancy Agreement.

Appendix 3: Summary of Changes

Appendix 4: Summary of comments and feedback

6 Previous Consideration

New Tenancy Agreement Report - Cabinet - 21 August 2008.

Tenancy Agreement Report - Cabinet - 17 December 2009.

7 Background Papers

None.

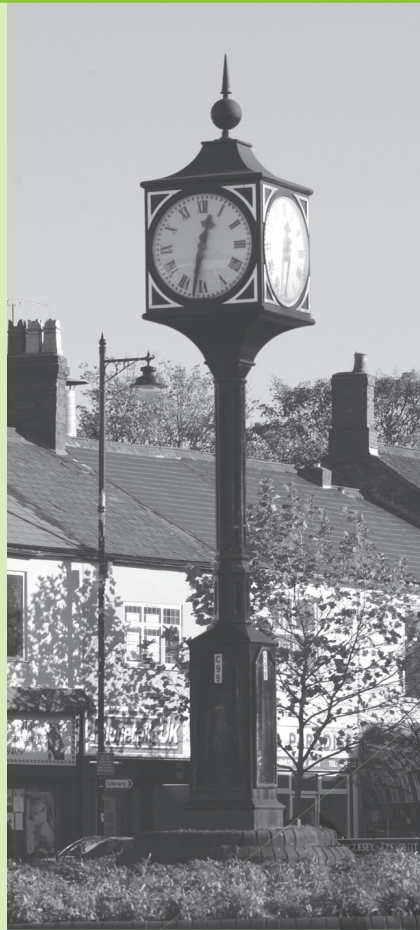
Contact Officer: Howard Campbell

Telephone Number: 01543 464 499

Ward Interest: All Wards

Report Track: Cabinet: 24/04/25

Key Decision: Yes



tenancy agreement

CANNOCK CHASE DISTRICT COUNCIL SECURE TENANCY AGREEMENT STANDARD TERMS AND CONDITIONS

This is an important document please keep it safe.

CANNOCK CHASE DISTRICT COUNCIL FORM OF SECURE TENANCY AGREEMENT Appendix 1

Details of Tenancy (The "Details")

This Tenancy Agreement (The "Agreement") is made between

Name & Address of Landlord	<p>Cannock Chase District Council ("we/us") Civic Centre, P.O.Box 28 Beecroft Road, Cannock, Staffordshire WS11 1BG.</p> <p>You can serve any notices (including notices in legal proceedings) on us at the above address.</p>
Full name of Tenant(s)	<p>.....</p> <p>National Insurance Number <input type="text"/><input type="text"/> <input type="text"/><input type="text"/> <input type="text"/><input type="text"/> <input type="text"/><input type="text"/> <input type="text"/><input type="text"/></p> <p>.....</p> <p>National Insurance Number <input type="text"/><input type="text"/> <input type="text"/><input type="text"/> <input type="text"/><input type="text"/> <input type="text"/><input type="text"/> <input type="text"/><input type="text"/></p> <p>('You') (If there is more than one tenant, the word "you" applies to all of you and the names of all tenants should be written above. Each tenant individually has all the rights and responsibilities of this Agreement).</p>
The Address of Your Home	<p>We give you a Secure Tenancy for an initial term of one week and, after that, weekly of</p> <p>.....</p> <p>.....Postcode.....</p> <p>(the "Home") with shared use of any communal areas with us, our staff, visitors, and other tenants and occupiers.</p>
Description of Your Home	<p>Your Home is</p> <p>.....</p> <p>.....</p> <p>and includes any fixtures, fittings, garden, paths, hedges, trees, fences, garages and outbuildings owned by us and used exclusively with your Home.</p> <p>Your Home is shown for identification purposes only edged red on the plan attached to this Agreement.</p>
Start Date of Tenancy Agreement	<p>This Agreement begins on and is a secure tenancy agreement.</p>

Payments for Your Home	Net Rent	£ (The Net Rent)
	<u>Service Charge*</u>	
	Support Services	£ (The Support Charge)
	Other Services	£
		£
		£
	Total Payment	£ (The Rent)
	Rent Reference Number	_____
* The cost of Services charged for in addition to the net rent must either be listed or if they do not apply crossed out.		

By signing below, you agree

- 1 You have been given an opportunity to read our Standard Terms and Conditions provided with this Agreement and you accept them.
- 2 To pay the Rent and also the charges you currently owe of £ You agree to pay this amount immediately or £ per week*. You agree any payments you make to us may be used towards the amount you currently owe before using it to pay your Rent.

(*Delete as appropriate).

Signature(s) on behalf of the Tenant(s)

(In the case of a joint tenancy each of you must sign).

Signed by the Tenants Dated
 Dated

Signature on behalf of Cannock Chase District Council
 Dated

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STANDARD TERMS AND CONDITIONS

Words in *italics* do not form part of these terms and conditions. They are simply notes which have been included to explain parts of the agreement.

1. GENERAL TERMS

YOU & WE AGREE

PAYMENT FOR YOUR HOME

- 1.1. You will pay us the Rent for your Home. The Rent is due in advance on Monday of each week but you can pay more in advance if you choose.

This means that you must pay the Rent weekly in advance but that you can also pay the Rent every two weeks in advance or every month in advance if you prefer.

- 1.2. In this Agreement the term "Rent" refers to the net rent, service charge and support charge set out in the Details. The net rent, service charge and support charge may be varied from time to time under this Agreement. Your Rent will be calculated so there are two Rent free weeks when you do not have to pay your Rent. If you have missed any Rent payments then you should continue to make payments during the Rent free weeks in order to reduce your arrears.

CHANGES IN RENT - RENT REVIEWS

- 1.3. We may change your net rent in accordance with S.24 Housing Act 1985. This means that each year we may increase or decrease the net rent by giving you not less than a calendar month's notice in writing of the change. We will normally change your rent in April each year. The notice will specify the new net rent.

The new net rent shall be the amount specified in the notice unless you and we agree to a different new net rent. We will comply with the government's Rent Restructuring Policy. This means that we may increase the net rent to a maximum of the annual increase in The Retail Prices Index plus 0.5% plus £2.00 per week.

SERVICE CHARGES

- 1.4. The Service Charge (if you are liable to pay one and which may include the support charge) may be reviewed if there is a change to the Services (see clause 1.14 below) and also once a year, normally at the same time as the net rent.
- 1.5. We must give you at least a 4 week's notice of any increase or decrease in the service charge. The reviewed service charge and/or support charge must be set out in the notice and shall become payable on the date set out in the notice.
- 1.6. We must when calculating the Service Charge (excluding the Support Charge):
- estimate the amount the Services may cost (including the cost of replacing anything used to give the Services) until the next service charge review; and
 - take into account any previous surplus or shortfall.
- 1.7. We will limit any increase in the support charge with reference to the level of charges approved by the Supported People Administering Authority.

STANDARD TERMS AND CONDITIONS

HOUSING BENEFITS

- 1.8. You may be entitled to claim Housing Benefit to pay some of your Rent. We may help you with any claim that you may be entitled to make. Where we help you with any claim you agree to:
- give the Revenues and Benefits Section of the Council your authorisation to discuss with and disclose information to us about your Housing Benefit claim; and
 - give us authority to discuss with and disclose information to the Revenues and Benefits Section of the Council in respect of your Housing Benefit claim.
- 1.9. If you are entitled to receive Housing Benefit from the Council, the Housing Benefit will be applied directly to your rent account.
- 1.10. If your circumstances change, you must tell the Revenue and Benefits Section of the Council and us of this immediately in case it affects your Housing Benefit. Any overpayment that is lawfully recoverable may be reclaimed from you.
- 1.11. Where you receive Housing Benefit or any other form of assistance provided by the government towards your Rent you agree to promptly supply any information needed for a claim to the Revenue and Benefits Section.

PAYMENTS

- 1.12. If, at the start of this Agreement, you are in arrears or have made additional payments for your Home, we will:
- credit additional payments to your Rent account;
 - or
 - debit the amount of the arrears to your Rent account.
- Any arrears you have at the start of this Agreement are arrears under this Agreement and we may recover these arrears as Rent under this Agreement.
- 1.13. If you leave your Home to become our tenant in another home:
- we are entitled to claim all payments subsequently made by you to settle any outstanding debt due from you to us for this Agreement.
- This may involve us taking either new or further legal action against you to recover payments due to us under this Agreement.*
- we are entitled to credit your rent account in respect of the new agreement with any sums due from us to you for this Agreement.

STANDARD TERMS AND CONDITIONS

CHANGES TO SERVICES

- 1.14. The Services (which includes the Support Services) can be increased, decreased, added to or removed either:
- 1.14.1. By written agreement between us and you; or
 - 1.14.2. by us, after we have:
 - 1.14.2.1. written to you setting out the changes we wish to make to the Services and the impact on the service charge;
 - 1.14.2.2. given you a reasonable period of time to make written representations to us about the changes;
 - 1.14.2.3. considered any written representations made by you; and
 - 1.14.2.4. sent a notice of variation to you which tells you:
 1. What changes we are making to the Services and how this will change the service charge ("the New Terms"); and
 2. The date on which the New Terms will take effect.

The New Terms shall not take effect until at least 28 days after the notice of variation is sent.

- 1.15. If you do not wish to continue the tenancy on the New Terms you have the right to end the tenancy by writing to us before the New Terms take effect stating:

- 1.15.1. You wish to end the tenancy on or before the New Terms take effect; and
- 1.15.2. The date on which the tenancy is to end.

ALTERING THE AGREEMENT

- 1.16. Apart from any charges you must pay under this Agreement or the Services, this Agreement may only be altered if you and we agree in writing.

Please see clauses 1.3 to 1.7 for how we can change the charges you must pay under this Agreement and clause 1.14 for how we can change the Services we provide under this Agreement.

SERVICE OF NOTICES

- 1.17. We may serve notices on you under this Agreement by:
- handing it to you or any joint-tenant; or
 - sending it by post or recorded delivery to your Home (please see page one) or your last known address; or
 - leaving it at your Home or posting it through the letterbox.

STANDARD TERMS AND CONDITIONS

OTHER PARTIES

- 1.18. Nothing in this Agreement shall give to any other person any benefit or the right to enforce any term of this Agreement and you and/or we may vary or cancel this Agreement without being required to obtain the consent of any other person.

CHANGES IN LEGISLATION

- 1.19. Where any Act of Parliament is mentioned in this Agreement it means that Act as it applies at the date of this Agreement and any later amendments or re-enactment of it.

CALLS TO US

- 1.20. We may record telephone calls to us for training or information purposes and to ensure that there are no breaches to clause 3.11 of this Agreement ("Employee Harassment").

2. YOUR LANDLORD'S OBLIGATIONS

POSSESSION

- 2.1. We agree to give you possession of your Home at the start of this Agreement.

YOUR RIGHT TO OCCUPY

- 2.2. We agree not to unlawfully interrupt or interfere with your right to peacefully occupy your Home. (NB. You must still give access to us when required.)

See clauses 3.33 and 3.35 for examples of when you must give us access to your Home.

REPAIRS

- 2.3. We agree to maintain the structure and exterior of your Home in a reasonable state of repair including:
- 2.3.1. the roof but not including any TV aerial or satellite equipment erected other than by us;
 - 2.3.2. outside walls, outside doors, door furniture, window sills, window frames and glass including necessary outside painting and decorating unless you must carry out these repairs under clause 3.23;
 - 2.3.3. internal walls, plasterwork, doors and door frames but not internal painting and decoration if you must carry out these repairs under clause 3.23;
 - 2.3.4. chimneys and flues but not including sweeping;
 - 2.3.5. pathways, steps or other means of direct access to the front or rear door of your Home (where provided by us);
 - 2.3.6. garages and stores (where provided by us); and
 - 2.3.7. boundary walls, gates and fences belonging to us.
- 2.4. We agree to keep in repair and proper working order any installations in your Home for space heating, water heating and sanitation and for the supply of water, gas and electricity, including kitchen and bathroom fixtures, sinks, baths and toilets.

STANDARD TERMS AND CONDITIONS

2.5. We agree to keep the exterior of your Home and any other common areas in a reasonable state of decoration and normally to decorate these areas every seven years.

2.6. We agree to make good after any repair that we are responsible for.

2.7. **We are not responsible for any repairs or replacements needed to your Home if they are needed because of damage or neglect caused by you, anyone living with you, your visitors or pets.**

INFORMATION ON HOUSING MANAGEMENT POLICIES

2.8. We agree to provide you with information Housing Legislation says we should give you about our housing management policies.

INFORMATION

2.9. We agree to keep to the law in the Data Protection Act 1998 (as amended from time to time) including letting you look at information about you which we have on our computers or in any relevant filing system. You may also look at personal information held about you (except for information provided to us in confidence). You must pay a reasonable fee to us that will not be more than the maximum fee from time to time decided by Parliament. We will allow you to correct or record your disagreement with any information held by us.

2.10. We may disclose relevant information about you, members of your household and your visitors to your Home to other organisations for the purposes of preventing and investigating crimes and catching and prosecuting offenders or where disclosure is required by law.

SERVICES

2.11. We agree to provide the Services (if any) listed in the Details for which you pay the service charge.

2.12. If we provide you with support services (indicated by a support charge in the Details) then those services may include the provision of general counselling and support in relation to all or any of the following:

- maintaining the security of the Home;
- maintaining the safety of the Home;
- standard of conduct required;
- paying the Rent;
- maintaining the Home in an appropriate condition;
- giving up the tenancy at the appropriate time;
- contact with others to ensure your welfare; or
- other support services (excluding personal care). (The "Support Services").

STANDARD TERMS AND CONDITIONS

INSURANCE

- 2.13. We agree to insure your Home (including any fixtures and fittings belonging to us but not your own fixtures or fittings or personal belongings) against any risks (for example, fire) we reasonably believe we need to. We will not insure your furniture and personal possessions and we recommend that you make arrangements to insure these items.

3. TENANTS' OBLIGATIONS

USE OF YOUR HOME

- 3.1. You agree to live in your Home as your only or main home and keep it secure. If you have a joint tenancy at least one of you must occupy the Home as your only or main home.
- 3.2. You agree not to use or to allow anyone living with you or visiting you to use your Home or the communal areas for unlawful, immoral or illegal purposes.
- 3.3. You agree not to operate a business at your Home without first getting our written consent (which we will not unreasonably withhold) and any planning permission that may be needed from the Council. You must pay any costs associated with you getting any planning permission that is required. Our consent can be withdrawn if the business disturbs your neighbours and you must then stop operating a business from your Home.

- 3.4. You agree not to fix to or show on your Home any notice, trade plate or advertisement without our written consent.

- 3.5. You agree to tell us in writing if you are going to be away from your Home for more than 4 weeks. We may conclude you have surrendered your tenancy if it is not locked or you are away for longer than 4 weeks without telling us.

POSSESSION

- 3.6. You agree not to part with possession of or sub-let the whole of your Home.

RENT

- 3.7. You agree to pay the Rent in advance every week on a Monday.

NUISANCE & ANTI-SOCIAL BEHAVIOUR

You are responsible for your actions and the actions of your family, anyone living with you and your visitors in your neighbourhood.

- 3.8. You agree to ensure you, anyone living with you or your visitors do not engage in or threaten to engage in conduct in your Home or in the locality of your Home which is capable of causing nuisance or annoyance to any person who:

- (a) has a right to reside in or occupy housing accommodation owned or managed by us; or

- (b) has a right to reside in or occupy other housing accommodation in the neighbourhood of housing accommodation owned or managed by us; or
- (c) is engaged in a lawful activity in or in the neighbourhood of housing accommodation owned or managed by us; or
- (d) is employed in connection with the exercise of our housing management function, whether employed by us or not.

- dumping rubbish at your Home or in the locality;
- playing ball games close to someone else's home; and
- interfering with security precautions in communal blocks.

We consider it to be a serious breach of your tenancy if you use illegal drugs, harass people or cause a nuisance. You would be at risk of losing your Home if you broke these conditions.

RACIAL & OTHER HARASSMENT

3.9. Examples of what you and persons living with or visiting you must not do, cause, commit or allow include (but are not limited to):

- harassment on any grounds;
- the use or threat of violence;
- racist language or behaviour;
- abusive or insulting words or behaviour;
- damaging or threatening to damage property belonging to another person or their home;
- writing graffiti and in particular graffiti which is abusive or racist;
- behaving in an offensive or irritating manner when drunk or under the influence of drugs;
- making noise which can be heard outside your Home including arguing, door slamming and loud music;
- using or allowing your Home to be used for prostitution, dealing in or the use of any illegal drugs;
- any nuisance or annoyance caused by pets including barking and fouling;

3.10. You agree not to cause, commit or allow anyone living with you or your visitors to commit any harassment including (but not limited to) harassment on the grounds of colour, race, sex, sexual orientation, age, gender, religious belief, culture, ability, physical or mental disability or lifestyle which is or is likely to interfere with the peace and comfort of, or cause offence to anybody.

EMPLOYEE HARASSMENT

3.11. You agree not to threaten, intimidate, harass, cause alarm or distress or carry out any violent act and ensure anyone living with you or your visitors do not threaten, intimidate, harass, cause alarm or distress or carry out any violent act against any of our employees, agents or contractors, either when visiting you at your Home or in any of our offices or anywhere else.

STANDARD TERMS AND CONDITIONS

DOMESTIC VIOLENCE

- 3.12. You agree not to harass, assault, or mentally, physically or sexually abuse anyone living in or visiting your household.

NOISE

- 3.13. You agree not to play, use or allow to be played or used in your Home or in the locality of your Home any radio, television, CD player, record or tape recording, amplifiers, loud speakers or musical instrument so loudly so as to cause or be likely to cause a nuisance or annoyance to other tenants, members of their household, visitors or adjoining occupiers at any time.

PETS

- 3.14. You agree to keep any pets staying in your Home in conditions consistent with their welfare.
- 3.15. You agree not to allow any pets staying in or visiting your Home to cause a nuisance, annoyance, health and safety hazard or danger to other people.
- 3.16. Where you keep a pet you agree to provide and maintain suitable fencing, caging or other form of enclosure to prevent any pets living at your Home from straying into neighbouring or communal land.

- 3.17. You agree not to keep a dog if you live in a flat without our written consent unless a dog is provided to support your independent living (for example, such as a guide dog or hearing dog). Our consent can be withdrawn if the dog causes a nuisance annoyance, health and safety hazard or danger to other people.

- 3.18. You agree not to keep any animal in your Home which is classified as dangerous under the Dangerous Wild Animals Act 1976.

- 3.19. You agree to comply with and to ensure anyone living with you complies with the provisions of the Dangerous Dogs Act 1991. You also agree to ensure that your visitors comply with the provisions of the Dangerous Dogs Act 1991 when visiting you.

HAZARDOUS MATERIALS

- 3.20. You agree not to use or store in your Home, shed or garage, any petrol, paraffin, liquid petroleum, or calor gas heaters or other highly flammable materials other than usual household goods (eg. for lawnmowers, barbecues etc.).

INTERNAL REPAIR & DECORATION

3.21. You agree to keep the interior of your Home in good and clean condition and to decorate all internal parts of your Home as frequently as is necessary to keep them in reasonable decorative order. You shall not use textured coatings (artexing) on walls and ceilings.

This means you should take reasonable care of your home.

3.22. Where you live in a flat (unless it is on the ground floor) you agree not to install or lay any laminate or other types of hard flooring that increase noise transmission to the flats below.

MINOR REPAIRS & MAINTENANCE

3.23. You agree to carry out minor repairs and maintenance to your Home including (but not limited to):

- the replacement of cracked and broken glass resulting from damage caused by you, anyone living with you or your visitors;
- the replacement of locks where keys have been lost;
- the replacement or refixing of hat and coat hooks, picture and dado rails, curtain battens and shelving;
- the replacement of WC seats (except where tenants are of pensionable age);
- the replacement of smoke alarm batteries (except for pensioners living in ground floor flats or bungalows);
- internal decorations; and

- replacement of shower rails and shower curtains

Further examples of the minor repairs and maintenance that you are responsible for can be found in the Repairs Handbook.

If you ask us to carry out any minor repairs for which you are responsible under this Agreement or if you fail to carry out minor repairs for which you are responsible under this Agreement you agree to pay our reasonable costs for carrying out the work.

IMPROVEMENTS

3.24. You agree not to make any improvements, alterations or additions to your Home without first obtaining our written consent.

See clauses 4.23 to 4.29, which set out your right to make improvements to your Home.

3.25. You agree to comply with our reasonable conditions in relation to any consent given to you to make improvements, alterations or additions to your Home. You also agree to obtain any consents or certificates required by law (including but not limited to Building Regulations made under the Building Act 1984).

3.26. Improvements remain your responsibility and a good quality job must be completed. An improvement, alteration or addition includes (but is not limited to):

- installing central heating or a gas fire or any electrical work where Building Regulation approval is required;

STANDARD TERMS AND CONDITIONS

- erecting any structure in the garden of your home other than a wooden or glass shed;
- cutting down any tree or removing any hedge or making a vehicular access from the highway into the Home; and
- putting up any radio or television aerial or satellite dish.

3.27. You agree to make good after any improvement that you make under clause 3.24. You also agree to repair any part of your Home that you damage whilst making any improvement.

GARDEN

3.28. You agree to keep your garden (including trees) or garage for which you are responsible tidy. This means that you must not allow your garden to be excessively untidy or overgrown.

If you fail to keep your garden or garage tidy, we may, after giving you 28 days' written notice, enter your Home and carry out any necessary work and charge you for the cost of the work done.

3.29. Where we have told you that a tree preservation order is in place in respect of trees in your garden and we have provided you with details of the conditions, you agree to comply with the conditions of the tree preservation order.

DAMAGE & NEGLECT

3.30. You agree to make good or repay to us the reasonable cost of cleaning, replacement or repairing any damage done to your Home, or our fixtures or fittings or to the common areas caused by you or anyone living with you or your visitors other than fair wear and tear.

3.31. You must repay to us the reasonable cost of clearing stoppages in WCs, drains and water pipes where such damage or stoppage has been caused by your neglect, wilful act or default or that of anyone living with you or your visitors.

This means that you must pay for the repair of any damage caused by you, anyone living with you and your visitors.

REPORTING DISREPAIR

3.32. You must report to us promptly any disrepair or defect which you are aware of in your Home or in the common areas that is our responsibility to repair.

STANDARD TERMS AND CONDITIONS

ACCESS

3.33. You agree to allow us and our authorised employees, agents or contractors access to inspect and carry out repairs, improvements or other works to your Home or your neighbours' homes as long as we give you notice in writing of our need to have access to your Home. We will normally give at least 48 hours' notice but you must give immediate access in an emergency. If we have to gain access in an emergency in your absence then we will ensure your Home is secured afterwards.

This means that you must allow us and our contractors access to carry out annual gas safety checks and to test and service smoke alarms that are fitted by us and attached to mains electricity.

3.34. You agree not to allow anyone into your Home who states they are acting on our behalf without first examining their identity card. *All of our employees, agents or contractors must carry with them a photo identity card.*

3.35. You agree to allow us and our authorised employees access to carry out review meetings of the support you receive in accordance with clause 2.12 (where appropriate).

ASSIGNMENT

3.36. You agree not to transfer the Agreement by assignment unless:

- ordered to do so by a Court order; or
- you are exercising your right to exchange; or
- you are transferring the Agreement by assignment to a person who would be qualified to succeed you under this Agreement if you had died immediately before the transfer by assignment.

3.37. You agree not to accept or pay any money in connection with a transfer by assignment of the Agreement.

OVERCROWDING

3.38. You agree not to allow more than the number of people allowed in law to live in your Home.

Please ask us if you want to know the maximum number of people allowed in law to live in your Home.

LODGERS & SUB-LETTING

3.39. You agree not to part with possession or sub-let part of your Home except in the ways allowed in this Agreement.

STANDARD TERMS AND CONDITIONS

PARKING & VEHICLES

3.40. You agree not to park or allow anyone living with you or your visitors to:-

- park vehicles anywhere at your Home other than in a garage, car-port or on a suitably constructed hard-standing;
- park vehicles anywhere which causes a nuisance or obstruction;
- carry out major car repairs or park an unroadworthy vehicle on your driveway or in the locality of your Home;
- park at your Home or in the locality of your Home any commercial vehicle, caravan, boat or trailer or untaxed or derelict vehicle without our prior written permission;
- obstruct fire access points.

This means that you must not keep mopeds, motorbikes or other vehicles inside your Home or on communal areas.

We will remove vehicles in breach of this Agreement from our land and recover the cost of doing so from you.

COMMUNAL AREAS

3.41. You agree not to obstruct the communal areas or cause a fire hazard. You must:

- not leave rubbish in communal areas;
- share responsibility for maintaining the communal areas in a clean and tidy condition with other residents; and
- always keep any outside doors closed.

ASBESTOS

3.42. If you identify or believe there is asbestos in your Home, you must notify us and appropriate checks will be carried out.

ENDING THE TENANCY

3.43. You agree to give us at least 4 weeks' notice in writing (expiring at 12 noon on a Monday) when you want to end the Agreement. If you give less than 4 weeks' notice you will still be responsible for 4 weeks' Rent. You must sign and date the notice and give us a forwarding address.

If you are joint tenants, only one joint tenant need give notice and this notice ends this Agreement for all joint tenants.

WHEN YOU ARE MOVING OUT

3.44. You agree to give us vacant possession of your Home and return to us all keys for your Home before 12 noon on the Monday on which your Agreement ends.

3.45. You agree to remove all furniture, personal possessions and rubbish and leave your Home and our fixtures and fittings in a clean and lettable condition. Any items left in your Home after you have returned all keys to us or where your tenancy has ended may be sold or disposed of after attempting to give you notice. Our costs will be payable by you. Any money collected from any sale will be first credited against your rent account.

SUPPORT SERVICES

- 3.46. You agree to accept the level of Support Services made available to you in order to ensure the necessary standard of independence is achieved.
- 3.47. You agree to meet with us to:
- agree your support needs;
 - identify the goals to be achieved (with the provision of that support);
 - agree a plan based on what you need to do to meet these goals; and
 - agree regular meetings to review and revise your support plan
- 3.48. A support provider other than us may provide you with some of the Support Services listed in Clause 2.12. If so, then you will be responsible for entering into a separate agreement with that service provider regarding the provision of those services. You will also be responsible for paying for that support in accordance with that separate agreement. Such payment will be in addition to any net rent, service charge or support charge which is payable in accordance with this Agreement.

4. YOUR RIGHTS & SECURITY OF TENURE

YOU HAVE THE FOLLOWING RIGHTS

RIGHT TO OCCUPY

- 4.1. You have the right to peacefully occupy your Home without unlawful interference from us (Remember that we have a right of access which is set out earlier in this Agreement).

SECURITY OF TENURE

- 4.2. You have security of tenure as a secure tenant as long as you live in your Home as your only or main home unless a Court grants a possession or demotion order. We can only bring the Agreement to an end by getting a Court order for possession on one of the grounds summarised below and listed in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996) or by obtaining a demotion order.
- 4.3. We will only start possession proceedings after we have given you a written notice of our intention to seek possession unless the Court grants an order that it is just and fair to dispense with the requirement to serve you with such a notice. Unless we are asking for possession under ground 2 (nuisance), we will give you at least 4 weeks' notice. Where we are asking for possession under ground 2 (nuisance) we will give you reasonable notice in the circumstances.

STANDARD TERMS AND CONDITIONS

- 4.4. We may also apply to the Court for a demotion order on giving you 4 weeks' notice. If the order is made your Secure Tenancy will end and you will have a demoted tenancy.

You can find out more about Demoted Tenancies and what they mean from our Anti Social Behaviour policy.

- 4.5. We agree that we will only serve a notice and try to recover possession of your Home on one or more of the grounds set out at Clauses 4.6 to 4.15 below or by seeking a Court order to end any demoted tenancy.

GROUND FOR POSSESSION

We can only ask the Court to end a Secure Tenancy on one of the grounds summarised below:

4.6. RENT

You have not paid the Rent which is due (Ground 1).

4.7. BREACHING THE TERMS OF YOUR AGREEMENT

Any one or more of the terms in this Agreement has been broken, or not kept (Ground 1).

4.8. DAMAGE TO YOUR HOME

You or anyone living in your Home has caused damage to, or failed to look after your Home or any stairs, lifts, gardens or other common areas which you can use under this Agreement and if the damage or failure is caused by someone who lives with you or your sub-tenant, you have not taken

reasonable steps to get them to leave (Ground 3).

4.9. NUISANCE

You or anyone living in or visiting your Home has been guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out a lawful activity in the locality or you have been convicted of using your Home for immoral, unlawful or illegal purposes or of an arrestable criminal offence carried out at or in the locality of your Home (Ground 2).

4.10. DOMESTIC VIOLENCE

Your Home was occupied by you and your partner and one of you has left because of violence or threats of violence made by the other partner to him/her (or a member of his/her family who was living in your Home before they left) and the Court is satisfied that they are unlikely to return (Ground 2A).

4.11. DAMAGED FURNITURE

You or anyone living in your Home has ill treated any furniture provided under this Agreement causing it to deteriorate and in the case of ill treatment by a lodger or sub-tenant you have not taken reasonable steps to get them to leave (Ground 4).

4.12. FALSE STATEMENTS

We were persuaded to grant you the Agreement as a result of a false statement made knowingly or recklessly by you or someone you encouraged to do so (Ground 5).

STANDARD TERMS AND CONDITIONS

4.13. **GETTING THE AGREEMENT UNDER A WILL OR INTESTACY**

Where someone who is not your spouse or partner or otherwise entitled to become the tenant of your Home under this Agreement becomes a tenant under your Will or intestacy (Ground 6), but we will only begin possession proceedings on this ground before 12 months have passed since your death or, if a Court so directs, within 12 months after the date on which we, in the Court's opinion, became aware of your death;

4.14. **ALTERNATIVE ACCOMMODATION**

Suitable alternative accommodation is available for you or will be available for you when the order for possession takes effect (Ground 9) but we will not ask for possession on this Ground unless we can show:

4.14.1. We intend within a reasonable time of obtaining possession to demolish, or reconstruct your Home and/or the building of which your Home forms part or carry out work on that building and it cannot reasonably do so without obtaining possession; or

4.14.2. Your Home has features which are substantially different from those of ordinary premises which are designed to make it suitable to be lived in by a physically disabled person who needs accommodation of a type provided by your Home and no person living in your Home needs that type of accommodation any more and we want your Home for such a physically disabled person to live in; or

4.14.3. Your Home is one of a group of homes which we usually let to people with special needs and there is a social service or special facility near the group of homes to help people with those special needs and no one with those special needs lives in your Home any more and we want your Home for a person who has those special needs to live in; or

4.14.4. You became a tenant by succession and you were not the previous tenant's spouse or partner but we will not use this ground unless your Home is bigger than you reasonably need and we start possession proceedings not sooner than 6 months nor later than 12 months after the previous tenant's death.

4.14.5. When deciding whether the alternative accommodation is suitable, we will take into account:

- the nature of the accommodation which we usually grant to people with similar needs; and
- the distance of the accommodation available from your or any members of your family's place of work or education; and
- Its distance from the home of any members of your family if it is essential for your well being or the well being of that member of your family for you to be near them; and

- your and your family's needs (as regards size of accommodation) and financial means; and
- the conditions of tenancy of the alternative accommodation and the conditions of the existing Assured Tenancy; and
- if we provided furniture, whether furniture is to be provided for use in other accommodation and, if so, the nature of the furniture provided; and
- whether it is reasonable in all the circumstances to ask for an order for possession.

4.15. **EX EMPLOYEES**

Where the Agreement was granted to you because you were employed by Cannock Chase District Council and you stopped being employed by us (Ground 12).

ENDING OF SECURE TENANCY

- 4.16. If the Agreement stops being a Secure Tenancy but becomes a contractual tenancy, (because, for example, you stop living in your Home as your only or main home) we can end this Agreement by giving you 4 weeks' notice in writing.
- 4.17. If the Agreement becomes a demoted tenancy following a Court order, we can end the demoted tenancy by giving you 4 weeks notice in writing.

RIGHT TO TAKE IN LODGERS & SUB-LET

- 4.18. You may take in any persons as lodgers as long as it does not lead to overcrowding and you do not grant any lodger a tenancy.
- 4.19. You may, with our previous written consent, sub-let or part with possession of part (but not all) of your Home.
- 4.20. When considering whether or not it is reasonable to withhold consent we will take into account whether the consent will lead to overcrowding and/or whether we intend to carry out works which will affect the accommodation the sub tenant is going to use.
- 4.21. We will not attach any unreasonable conditions to our consent and, if we do, we will be treated as having given consent unconditionally.
- 4.22. We will, if we refuse consent, give you a written statement of our reasons for refusal. Where we neither give or refuse consent within one month we will be treated as having withheld our consent.

RIGHT TO MAKE IMPROVEMENTS

- 4.23. You may make improvements, alterations and additions to your Home as long as you have first obtained our previous written consent and all other necessary approvals (for example, planning permission or Building Regulations approval).

STANDARD TERMS AND CONDITIONS

- 4.24. If there is a dispute about whether we have unreasonably withheld our consent it will be for us to prove we did not.
- 4.25. When considering if we were unreasonable to withhold consent the factors to be taken into account will include the extent to which the improvements would be likely to:
- make your Home, or any other property less safe for occupiers.
 - cause us to incur expenses which it would not be likely to incur if the improvement was not made; or
 - reduce the price your Home would fetch if sold on the open market or the rent we would be able to get on letting the Home.
- 4.26. We will, if we refuse consent, give you a written statement of our reasons for refusal.
- 4.27. Where we neither give nor refuse consent within 56 days we will be treated as having withheld our consent.
- 4.28. We may make our consent subject to reasonable conditions. If there is a dispute as to whether or not any of our conditions are reasonable it is for us to prove they are. If you do not satisfy all or any of our reasonable conditions you will be in breach of this Agreement.
- 4.29. Our consent may be validly given even if it is given after you have made the improvement.

RIGHT TO COMPENSATION FOR IMPROVEMENTS

- 4.30. You have the right to reasonable compensation for improvements at the end of this Agreement.

RIGHT TO REPAIR

- 4.31. You have the right to have repairs carried out to your Home under section 96 of the Housing Act 1985 (as amended) and the Regulations under that law apply to this Agreement.
- 4.32. This means that where we or our contractors fail to carry out certain types of repairs in specified time limits you can require us to appoint another contractor to carry out those repairs and you then have a right to compensation if that second contractor does not carry out the repairs within the specified time limits set out in the law that applies at the time of your claim.

RIGHT TO CONSULTATION

- 4.33. We will consult you before making changes in matters of housing management or maintenance which are likely to have a substantial effect on you. We will inform you of our proposals and give you a chance to tell us what you think of our proposals before we make a decision on whether or not to go ahead with those proposals.

STANDARD TERMS AND CONDITIONS

RIGHT TO INFORMATION

4.34. You have a right to information from us about the terms of this Agreement and about our:

- repairing obligations;
- policies and procedures on tenant consultation, housing allocation, transfer and equal opportunities; and
- principles for fixing rents.

4.35. You also have the right to be provided with information about our performance.

RIGHT TO EXCHANGE

4.36. You have the right to transfer this Agreement to another tenant by way of a mutual exchange with one other tenant (a “direct exchange”) or by exchanges which involve more than one other tenant (an “indirect exchange”) as long as:

4.36.1. every tenant involved in the exchange is a tenant of a registered social landlord or a local authority, new town corporation, a housing action trust or a housing trust which is a registered charity; and

4.36.2. if their tenancy agreement says they have to have their landlord’s consent to transfer the tenancy, every tenant has obtained that written consent to transfer their tenancy to you, or to another tenant whose landlord is one of the landlords listed above; and

4.36.3. if you are not transferring your tenancy to someone who is going to transfer his/her tenancy to you, the person to whom you intend to transfer your tenancy must be a tenant of one of the landlords listed above and **must** have his/her landlord consent to transfer the tenancy to you if his/her tenancy says so; and

4.36.4. you get our written consent before the transfer; and

4.36.5. you keep any reasonable conditions we attach to our consent which relate to the payment of outstanding Rent, putting right any breach of the Agreement or keeping any obligations of the Agreement and the transfer will not result in your Home being overcrowded at law or it being substantially underoccupied; and

4.36.6. we shall only be entitled to withhold our consent to an exchange on the grounds in Schedule 3 Housing Act 1985; and

4.36.7. a copy of the grounds in Schedule 3 can be obtained from us at the address in the Details. If we withhold consent on any grounds other than those listed in Schedule 3 we shall be treated as having given consent; and

STANDARD TERMS AND CONDITIONS

4.36.8. we may not rely on the grounds in Schedule 3 unless we have, within 42 days of your application for consent, served on you a notice specifying the ground and giving details of it; and

4.36.9. apart from conditions about payment of outstanding Rent, putting right a breach of the Agreement or keeping an obligation of the Agreement, we will not attach any conditions to our consent and if we do that condition will be disregarded.

SUCCESSION TO HUSBAND, WIFE OR PARTNER

4.37. On your death, and as long as you did not become a tenant by succession, the Tenancy will automatically pass to your husband, wife or partner if he/she lives in your Home as his/her only or main Home when you die, or for the period of twelve months before your death.

4.38. You become a tenant by succession for the purposes of this Agreement if:

- you became the tenant when your husband, wife or partner died because you lived in your Home as your only or main home when he/she died; or
- you became the tenant under the will of, or inheritance laws which applied to, a previous tenant; or

- you were a joint tenant and became a sole tenant when the other tenant(s) died; or
- you became the tenant by succeeding to a tenancy governed by the law in the Rent Act 1977 or the Rent (Agriculture) Act 1976; or
- before you were granted a tenancy of your Home you became a tenant of the same, or substantially the same Home by succession in one of the ways listed above and since then you have been a tenant of your Home or substantially the same Home;
- you became the tenant under a right to be granted a new tenancy agreement which contained similar provisions to those in clauses 4.40 to 4.42 of this Agreement;
- you became a tenant when the Tenancy was transferred to you by assignment unless you were ordered to make the transfer by a Court order and your husband, wife or partner had not become a tenant by succession; or
- you became a tenant when the Tenancy was transferred to you under a right to exchange and you were a successor at your previous home; or
- within the six months before you died you had a different tenancy of another property belonging to Cannock Chase District Council and you became the tenant of that property by succession.

4.39. We agree to accept and treat anyone who was living with you twelve months prior to your death as a partner, including a same sex partner as your husband or wife.

SUCCESSION TO MEMBERS OF FAMILY

- 4.40. On your death, as long as you did not become a tenant by succession, if you have no husband, wife or partner or they do not want the Agreement, we will grant a new tenancy on the same terms and conditions as your Agreement to a member of your family who lived with you during the 12 months just before you died as long as they make a claim within 3 months of your death.
- 4.41. Someone who is a member of your family includes your husband, wife or partner (including a same sex partner), and your parent, grandparent, child, stepchild, grandchild, brother, sister, uncle, aunt, nephew or niece whether by blood or marriage.
- 4.42. If there are two or more members of your family who qualify to be granted a new tenancy they can either agree who is to get the tenancy or we will decide for them.

RIGHT TO BUY

Please note that there are certain types of accommodation including sheltered housing where tenants are not entitled to the right to buy. If you are not a tenant because, for example, you have breached a suspended possession order then you will also not have the right to buy.

- 4.43. The provisions of section 171 A-H (inclusive) of the Housing Act 1985 and the Housing (Preservation of the Right to Buy) Regulations

1993 or any further Regulations made under Section 171C of the Housing Act 1985 or any legal changes to or replacement of these laws apply to this Agreement (the "RTB Legislation").

- 4.44. This means that if you are a "qualifying person" under these laws you would have a right to buy your Home as long as you occupy your Home as your only or main home.
- 4.45. If you move to a different home owned by us your Right to Buy moves with you to your different home. This is unless the type of accommodation you live in (e.g. sheltered housing) means you cannot be entitled to Right to Buy.
- 4.46. By way of further rights, we agree that the RTB Legislation will apply to a person granted a new tenancy in accordance with Clause 4.40. if that person is a wife or partner. Such a person will be regarded by us as a qualifying successor for the purposes of the RTB Legislation. However, the functions of the District Valuer referred to in the RTB Legislation will be carried out by an independent valuer acting as an expert who will be appointed by agreement between you and us. Failing agreement about this, the expert will be appointed, after application by either you or us, by the then President of the Royal Institution of Chartered Surveyors (RICS). The President of the RICS's costs will be paid in equal shares by you and us.

RIGHT NOT TO HAVE RENT INCREASED ON ACCOUNT OF YOUR IMPROVEMENTS

4.47. If you lawfully make an improvement under your right to do so in this Agreement and have paid the whole or part of the costs of that improvement, we will not, at any time you or your successor is a tenant of your Home, increase the Rent on account of that part of the improvements for which you have paid.

WHAT TO DO IF YOU HAVE A COMPLAINT

We are committed to providing services that meet your needs and recognise that on some occasions your expectations may not be met and this can result in complaints being received.

The positive and efficient handling of complaints is essential. When complaints are received, we will aim to resolve them as quickly and effectively as possible, within set timescales and to the customer's satisfaction.

We have a formal Complaints Procedure to support this policy. This is designed to be easily accessible and fair to customers and easy to understand. If you are not satisfied with the way the investigation of the complaint has been conducted or the outcome, ultimately you have the right to complain to the Local Government Ombudsman. However, we anticipate this right will be used as a last resort following the conclusion of our own internal procedures.

Further details of our Complaints Procedure are contained in your Tenants Handbook or you can get a copy of them from the address in the details at the front of this Agreement. If we fail to comply with this procedure or you remain dissatisfied you can obtain advice from your local Citizens Advice Bureau or a solicitor.

USE OF DATA HELD BY THE COUNCIL

We are required under section 6 of the Audit Commission Act 1998 to participate on the National Fraud Initiative (NFI) data matching exercise.

Tenancy related data will be provided to the Audit Commission for NFI purposes and will be used for cross system and cross authority comparison for the prevention and detection of fraud.

Data held by this Council in respect of your housing application will be used for cross system and cross authority comparison for the prevention and detection of fraud.

SAMPLE

This document can be provided in Braille, on audio cassette tape/disk, **large print** and in the following languages on request to Cannock Chase Council on 01543 462621.

Bengali, Gujarati, Chinese, Urdu, Punjabi and Polish.

আপনি অনুরোধ জানালে এই কাগজপত্রগুলোর বাংলা অনুবাদের ব্যবস্থা করা যেতে পারে।

如有要求的话我們可將此文件翻譯成中文

વિનંતી કરવાથી તમને આ દસ્તાવેજ તમારી માતૃભાષામાં મળી શકે છે.

ਜੇ ਤੁਸੀਂ ਚਾਹੋਂ ਤਾਂ ਇਹ ਪਰਚਾ ਤੁਹਾਡੀ ਬੋਲੀ ਵਿੱਚ ਮਿਲ ਸਕਦਾ ਹੈ

یہ دستاویز آپ کی زبان میں، گزارش پر دستیاب کی جاسکتی ہے۔

Ten dokument jest dostępny na żądanie w twoim języku

? =  01543 462621

Secure Tenancy Agreement

Introduction

Welcome to Cannock Chase Council.

We want you to enjoy living in your home. We want to make it clear from the start of this tenancy what you can expect of us and what we will expect of you. This tenancy sets out your rights and responsibilities, and our responsibilities to you as your landlord.

What type of tenancy agreement do you have?

This tenancy agreement is a Secure tenancy agreement under the Housing Act 1985.

Our expectations

We expect you to look after your home and to treat your neighbours with dignity and respect. You must pay your rent and any other charges due under the tenancy agreement on time and keep to the terms of this tenancy agreement. We believe that these are reasonable expectations.

What happens to my tenancy if I breach the terms and conditions?

If you do not keep to the terms and conditions, we may seek a possession order to evict you.

It is therefore important that you, your family and your visitors know exactly what is expected whilst you are our tenant. This is a very important document. Please read it carefully. It is the legal contract between us and you and lists your rights and responsibilities and our rights and responsibilities.

If you have any questions or if you need any help or support to understand the terms of your tenancy agreement, tell us and we will go through the terms with you. You will find our contact details on our website at: www.cannockchasedc.gov.uk. Alternatively, you could get help and support from Citizens Advice or from an independent solicitor.

Please also ensure that you keep this tenancy agreement in a safe place as you may wish to look at it if you have a question about it in the future.

We have also produced a welcome pack that provides you with useful information about your home as well as information about the services available to you. You can obtain a copy of the welcome pack from our website at: www.cannockchasedc.gov.uk. Please note, the Welcome Pack does not form part of your tenancy agreement.

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YOUR TENANCY AGREEMENT

Cannock Chase District Council

Form of Secure Tenancy Agreement

DETAILS OF YOUR TENANCY AGREEMENT

THIS TENANCY AGREEMENT formed of these tenancy agreement details (the “Details”) together with the attached terms and conditions (the “Terms and Conditions”) (the “Tenancy”) IS MADE BETWEEN:

Name and address of Landlord: Cannock Chase District Council (“we/us”) of Civic Centre, Beecroft Road, Cannock, WS11 1BG

We are registered with the social housing regulator, which is currently the Regulator of Social Housing, an executive non-departmental public body which regulates registered providers of social housing, but includes any body which takes over substantially the same regulatory and supervisory functions of the Regulator of Social Housing (the “Regulator”) under registration number 41UB.

AND

Full name of Tenant(s):

..... (“you”)

(if there is more than one tenant, the word “you” applies to all of you equally and the names of all tenants should be written above. Each tenant individually has all the rights and responsibilities of this Tenancy).

National Insurance Number(s)

or other form of ID such as birth certificate, passport or driving licence.....

Interpretation: You and we agree that:

- if a word is set out in bold in this Tenancy when it is first used then its meaning is set out in Schedule 1 of this Tenancy; and

- the clause, paragraph, schedule and appendix headings do not form part of this **Tenancy** and shall not be taken into account in its construction or interpretation;
- words in italics are for explanation only and do not form part of the terms and conditions of this Tenancy for legal purposes.

The Address of your Home:

We grant you a tenancy of your Home at:

.....
.....

on the terms and conditions set out in this Tenancy (including the **Details** and the **Terms and Conditions**) with the **Contents** (if any) listed in Schedule 3 of this Tenancy. Pictures of your Home (if any) are attached to this Tenancy at Appendix 1.

Description of your Home:

Your Home is:

.....
.....

..... and is shown for identification purposes only edged red on the plan attached to this Tenancy at Appendix 2.

Permitted number of occupiers

The permitted number of persons who can live in your Home is.....

Date of Start of Tenancy:

The **Start Date** of this Tenancy is

Type of Tenancy:

On the Start Date this Tenancy is a weekly **Secure Tenancy** within the meaning of the Housing Act 1985.

Payments for your Home:

Your weekly **Rent** at the Start Date is: £.....

First change to the Rent if the Start Date is in February or March:

Notice of Variation of Rent

If the Start Date is in February or March, your Rent will change on the first Monday in April following the Start Date and from that date the new weekly Rent for your Home will be: £.....

Your weekly Rent has been determined in accordance with clause 1.3.1(a) of the Terms and Conditions.

If the Start Date is in February or March and this clause applies to you, 1.3.1(a)(i) clauses 1.3.1(a)(i) and 1.3.1(a)(ii) of the Terms and Conditions will not apply to this first change to your Rent but will apply to all subsequent changes to your Rent.

**Former
Occupancy
Debts:**

If this paragraph is completed, it means that this is an exceptional case, and we have allowed you to:

- remain in occupation of your Home under a new Tenancy; or
- move into your Home

even though you have **Former Occupancy Debts** arising:

- under a previous occupancy of your Home; or
- from another property owned by us;

which you must now pay.

You agree that as at.....* being the date the occupancy of.....* ended there were Former Occupancy Debts of £.....* outstanding.

You agree that you will pay the Former Occupancy Debts:

- immediately
- at the rate of £ _____ per week until they are paid in full, the first payment to be made on or before _____

You agree that the Former Occupancy Debts are part of the Rent due on your Home.

You agree any payments you make to us may be used by us towards any Former Occupancy Debts before using it to pay the Rent arising under this Tenancy.

Services:

We will provide you with the **Services** listed in Schedule 2 of this Tenancy which you will pay for as part of the Rent.

Gifted Items

If we provide any **gifted items** at the Start Date these are listed in Schedule 4 of this Tenancy. We are not responsible for any **Works** needed to the gifted items.

**Lawful
Occupiers**

You have confirmed that the following people are the **lawful occupiers** and living in your Home:

First name(s)	Surname	Date of Birth	Relationship to you	Immigration Status	Date of Check
[tenant]					

You agree:

- to notify us immediately if during the Tenancy the immigration status of any of the lawful occupiers changes from that recorded in the above schedule
- to notify us immediately if during the Tenancy any of the lawful occupiers move out of your Home or if there are new additional members of your household that are not recorded in the above schedule
- not to permit anyone other than the lawful occupiers to occupy your Home without our prior written consent.

Failure to comply with the above obligations will be a breach of this Tenancy. We may carry out 'Right to Rent' or similar checks against ALL adults living in your Home.

Declaration

By signing below, I/we agree and confirm that:

- I/we have been given an opportunity to read the Terms and Conditions provided as part of this Tenancy and I/we have done so and understand and accept them;
- I/we have received keys to the Home and that I/we will not sell nor attempt to sell any of the keys to the Home;
- I/we do not own or part-own any legal interest (including a tenancy) in another home or property;

Appendix 2

- the information I/we have given in the housing application form to Cannock Chase District Council and any other information given by me/us in relation to this Tenancy, is true and remains true;
- I/we or anyone acting on my/our behalf has not made any false statement to get this Tenancy;
- I/we understand that if I/we breach any of the terms of this Tenancy then Cannock Chase District Council may take possession action me/us and that I/we may lose possession of the Home;
- I/we have received, read and understood Cannock Chase District Council's Adaptations Policy;
- I/we agree to comply with Cannock Chase District Council's Adaptations Policy

Signature(s) on behalf of the Tenant(s):

(In the case of a joint tenancy each of you must sign)

Signed by the Tenants:Dated:.....

.....Dated:.....

Signature on behalf ofDated:.....

Cannock Chase District Council:

Print Name:

Title:

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Standard Terms and Conditions

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Standard Terms and Conditions

1. GENERAL TERMS

YOU AND WE AGREE:

Energy Efficiency Payments

1.1 That:

- 1.1.1 you do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System**
- 1.1.2 subject to any agreement we have with a third party otherwise, we will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether we or a third party owns the Energy Efficiency System)
- 1.1.3 if asked, you shall reasonably assist us to ensure we have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that we are so entitled to benefit
- 1.1.4 you may use any electricity and/or heat generated by any Energy Efficiency System.

Reserved Rights

- 1.2 We retain the following rights over the **Property** for the benefit of us or any third party authorised by us:
 - 1.2.1 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 System in and on the Property (including the right to attach the Energy Efficiency System to the Property and remove any part or the whole of the Energy Efficiency System from the Property)
 - 1.2.2 the right to change the position of any part of the Energy Efficiency System in or on the Property with your prior consent, which you must not unreasonably withhold
 - 1.2.3 the right to use all means of reasonable access to and through the Property and the **Building** for access to and from the Energy Efficiency System so that we or any third party authorised by us can exercise the rights set out in this clause

- 1.2.4 the right to connect into, use and alter the existing electrical cabling, installations and other service media within the Property in connection with the use of the Energy Efficiency System for the generation of electricity via the Energy Efficiency System, including exporting electricity or gas to the **Grid**, and the passage or transmission of utilities to and from the Energy Efficiency System and the Property
- 1.2.5 the right to support and protection for the Energy Efficiency System from the Property and the Building.

Rent Review

1.3 Except where we give you a notice of variation to your Rent in the Details (in which case the first change to your Rent will be as set out in the Details above) or you agree with us to change your Rent, the Rent will be changed in the following way:

1.3.1 Rent Review

(a) by us at the **Rent Review** or **Service Review**, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*

- (i) give you at least 28 days' written notice of a Rent Review or Service Review; and
- (ii) send you a notice of variation setting out the **Reviewed Rent** and stating the date on which the Reviewed Rent will take effect. The Reviewed Rent shall not take effect until at least 28 days after the notice of variation is sent.

1.3.2 Replacement fund

We may include in the amount of Rent a sum of money to be kept towards replacement of any item used in connection with the provision of a Service.

NOTE: Some financial years Rent will be charged over 53 weeks and not over 52 weeks. We will notify you of the change and the reasons.

Altering the Terms of the Tenancy

1.4 Apart from any changes in the amount of Rent, the terms of this Tenancy can be changed by either:

- 1.4.1 the written agreement of you and us; or
- 1.4.2 by us, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*

- (a) write to you to set out the changes to the Tenancy we wish to make;
- (b) give you a reasonable period of time to make written representations to us about the changes;
- (c) consider any written representations made by you; and
- (d) send you a notice of variation setting out the **New Terms** and stating the date on which the New Terms will take effect. The New Terms shall not take effect until at least 28 days after the notice of variation is sent.

Refusing any Reviewed Rent and/or New Terms

- 1.5 If you do not want to continue the Tenancy with the Reviewed Rent or **Varied Terms of Tenancy**, you can end the Tenancy by serving a valid notice to quit on us before the Reviewed Rent and/or Varied Terms of Tenancy take effect.
- 1.6 The Reviewed Rent and/or Varied Terms of Tenancy will not take effect if you have served a valid notice to quit on us in accordance with clause 1.5 of these Terms and Conditions above.

Service of Notices and Correspondence

To Serve a Notice and Correspondence on you

- 1.7 Any notice which we must serve on you will be validly served if it is addressed to you and posted or delivered to your Home. We may also serve a further copy of any notice served on you electronically where you have given us an email address or other digital address with which we can communicate with you electronically.
- 1.8 That any correspondence that we are not required by law to serve on you in hard copy will be validly served on you if it is sent to you electronically, to an email address that you write to us from or provide to us whether or not you choose to access or reply to such correspondence.

To Serve a Notice on us

- 1.9 You can serve any notice on us if you send or deliver it to us at our address on page 1 of the Details. We may also accept service of notices in some circumstances electronically by email to emt@cannockchasedc.gov.uk. In such cases notices will only be validly served on us once we have acknowledged and confirmed acceptance of such notices in writing.

Other Parties

- 1.10 Nothing in this Tenancy shall give to any other person any benefit or the right to enforce any term of this Tenancy and you and/or we may vary or end this Tenancy without being required to obtain the consent of any other person.

Changes in Legislation

- 1.11 All references in this Tenancy to sections and schedules of Acts of Parliament are to be regarded (unless we decide otherwise) as including:
- 1.11.1 references to those sections and schedules as amended, varied, replaced or re-enacted from time to time; and
 - 1.11.2 all subordinate legislation made from time to time under that Act of Parliament.

Our consent

- 1.12 Any reference in this Tenancy to the giving of consent by us requires the consent to be in writing.
- 1.13 Any such consent given by us under this Tenancy may:
- 1.13.1 have reasonable conditions attached to it which you must comply with;
 - 1.13.2 be limited to a specific time period; and
 - 1.13.3 be withdrawn by us on reasonable grounds by giving you written notice.

Other information

- 1.14 We are subject to any guidance on housing management practice issued by the **Regulator** with the approval of the Secretary of State.

Calls/Visits to us

- 1.15 We may record telephone calls to us by you or conversations from visits to one of our offices for training or information purposes, to ensure that there are no breaches to clause 3.17 of these Terms and Conditions and to prevent or detect crime.

2. OUR (YOUR LANDLORD'S) OBLIGATIONS

WE AGREE:

Possession

- 2.1 To give you possession of your Home at the Start Date.

Your Right to Occupy

- 2.2 Not to unlawfully interrupt or interfere with your right to peacefully occupy your Home. (NB. You must still give access to your Home to us when required, such as when we need to undertake repairs or inspections at your Home.)

NOTE: See clause 3.58 of these Terms and Conditions for examples of when you must give us access to your Home.

Repairs and maintenance

2.3 In accordance with section 11 of the Landlord and Tenant Act 1985, to:

repair of installations: repairing drains, pipes and similar things

2.3.1 keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of:

- (a) water
- (b) gas
- (c) electricity
- (d) sanitation (including basins, sinks, baths and sanitary conveniences)

but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity; and

2.3.2 keep in repair and proper working order the installations in your Home for space heating and heating water;

repair of structure and exterior of your Home

2.3.3 keep in repair the **structure** and exterior of your Home including:

- (a) drains, gutters and external pipes
- (b) the roof, outside walls and external doors and frames
- (c) chimneys, chimney stacks and flues
- (d) windows, window catches, windowsills and frames
- (e) internal walls, floors and ceilings

repair of common parts: repairing items in Communal Areas

2.3.4 where your Home is a **flat** or a **maisonette**, and the Building is owned or controlled by us, and any disrepair or any installation that does not work affects your enjoyment of your Home or any **Communal Areas**, keep in repair and proper working order the installations for the supply of:

- (a) water
- (b) gas
- (c) electricity

- (d) sanitation
- (e) space heating
- (f) water heating

that directly or indirectly serve your Home in any part of the building and keep in repair the structure and exterior of the Building.

2.3.5 To keep in repair and proper working order:

- (a) any Energy Efficiency System;
- (b) the Contents; and
- (c) where your Home is a flat or a maisonette, and the Building is owned or controlled by us, all Communal Areas including:
 - (i) entrances
 - (ii) hallways
 - (iii) stairways
 - (iv) lifts
 - (v) passageways
 - (vi) electric lighting.

2.4 We are not responsible for any Works needed to your Home, the Property, the Contents and/or any Energy efficiency System which are your responsibility, or if they are needed because of damage or neglect caused to them by the lawful occupiers, your **visitors** or **Pets**.

Data Protection

2.5 As the 'controllers' of the 'personal data' we hold about you (and other lawful occupiers) we are committed to data protection and upholding your and their rights over your and their data by complying with all relevant data protection legislation. We will process the personal data in your Tenancy in order to manage our landlord and tenant relationship with you including sharing data with our agents and other **contractors** as necessary. We may process other data for other purposes and that processing is explained in our Privacy Notice which can be found on our website.

Insurance

2.6 To insure the structure of your Home and any Energy Efficiency System (but not the Contents fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover.

NOTE: We strongly advise that you take out and keep current contents insurance that covers the contents of the Property, including outbuildings and third-party damage to the contents of adjoining properties and personal injuries. Please ask if you need support arranging Tenant Content Insurance as we may be able to help you to organise this through a third-party insurance broker.

3. TENANTS' OBLIGATIONS

NOTE: It is very important that you understand your obligations as if you breach any of them, we may take legal action against you which could result in us evicting you from your Home.

YOU AGREE:

Living in your Home

- 3.1 To move into the Property at the Start Date and occupy the Property as your only or principal home throughout your Tenancy.
- 3.2 If you leave your Home for one month or longer you must:
 - 3.2.1 make sure your Home will be secured;
 - 3.2.2 ensure your Rent is paid
 - 3.2.3 notify us in writing of:
 - (a) the dates of your absence; and
 - (b) the name and contact details of a nominated key holder in case of emergencies.

NOTE: If you do not inform us in writing that you will be away from the Property or if the Property is left unlocked and we have good reason to believe that you have no intention to return, we may act as if you have given up your Tenancy.

- 3.3 That if we conduct an audit of the Tenancy, to provide proof to us or our representatives of the identity of the lawful occupiers and evidence that the lawful occupiers are living in the Property.

Rent

- 3.4 To pay the Rent weekly in advance on a Monday. Where there is more than one of you, you are all jointly and severally responsible for paying the Rent.

NOTE: If we let you pay at a different frequency (e.g. fortnightly or monthly in advance) you must pay your Rent on the agreed dates.

Assignment

- 3.5 Not to assign the whole or any part of your Home or the Property except in the circumstances permitted by sections 91 and 92 of the Housing Act 1985; *which are where:*
- 3.5.1 *you are required to do so by a court order; or*
 - 3.5.2 *the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment; or*
 - 3.5.3 *you have first obtained our written consent to transfer this Tenancy (by assignment) (which we will not unreasonably withhold) to another tenant by way of a **mutual exchange**.*

Lodgers and subletting

- 3.6 That you may take in a **lodger** as permitted by section 93 of the Housing Act 1985 but you must not part with possession or **sublet** (including granting any holiday lettings) the whole, or any part of your Home or the Property, except in the circumstances permitted by section 93 of the Housing Act 1985, *which is where you have first obtained our written consent (which we will not unreasonably withhold) to part with possession or sublet part of your Home or the Property.*

Benefit

- 3.7 To be responsible to find out if you are eligible for any **Benefit** to pay some or all of your Rent and to make the application and any renewal application required.
- 3.8 If you are entitled to receive Benefit, you will (if legally permitted to do so):
- 3.8.1 request in writing that the relevant agency pay the Benefit direct to us
 - 3.8.2 agree to give us permission to approach the relevant agency to discuss your claim.
- 3.9 If your circumstances change, you must tell both us and the relevant agency as soon as possible in case the change affects your entitlement to Benefit. If you are overpaid Benefit and the overpayment is lawfully recoverable, we may reclaim this from you as part of the Rent due.

Insolvency

- 3.10 To notify us before you enter into any formal insolvency arrangements, for example: a bankruptcy order; a debt relief order or an individual voluntary arrangement (IVA) or similar schemes.

Outgoings

- 3.11 To pay all outgoing for the Property for which you are responsible (such as electric, gas and water charges).

People in your Home

3.12 Not to allow your Home to become overcrowded by permitting more than the number of people:

3.12.1 allowed in law; and/or

3.12.2 set out in the Details

to live in your Home.

NOTE: Please ask us if you want to know the maximum number of people allowed in law to live in your Home. This is not the same as overcrowding in terms of inadequate bedroom space.

Signs

3.13 That neither the lawful occupiers nor your visitors shall put up or display any notice, trade plate or advertisement inside the Property so as to be visible from outside the Property and/or on the outside of the Property and/or on the **Estate** without first getting our consent.

Running a business from the Property

3.14 That neither the lawful occupiers nor your visitors shall run a business or any other commercial activity at the Property or in the Building or on the Estate, without first obtaining our consent and any planning permission or any other permissions that may be needed.

Anti-social behaviour and nuisance

3.15 That the lawful occupiers or your visitors will not do, or threaten to do anything which causes or is likely to cause a nuisance and/or annoyance to:

3.15.1 other tenants of properties on the Estate; and/or

3.15.2 any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us; and/or

3.15.3 any of our staff or contractors.

3.16 To be responsible for the behaviour of:

3.16.1 any person, including children living in and/or visiting the Property; and/or

3.16.2 any Pet belonging to the lawful occupiers or your visitors when they are in the Property and/or in the locality and/or in the Communal Areas and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which will or is likely to or is capable of causing a nuisance and/or annoyance include (but are not limited to):

- 3.16.3 causing alarm or distress to other persons residing, visiting, working or otherwise engaging in unlawful activity in the neighbourhood or to our tenants;
- 3.16.4 causing unreasonable noise such as playing loud music, loud singing amplified musical instruments, shouting or screaming, door slamming;
- 3.16.5 installing laminate flooring in flats, without permission and suitable noise insulation, that then causes noise nuisance to **neighbours**;
- 3.16.6 banging on floors or walls;
- 3.16.7 using DIY tools/electrical equipment for unreasonable lengths of time and/or late at night and/or in the early hours of the morning;
- 3.16.8 arguing, fighting, swearing, using offensive language, drunken behaviour;
- 3.16.9 deliberate damage to property or another person's home or possessions;
- 3.16.10 graffiti and writing threatening, offensive and or abusive material;
- 3.16.11 allowing your Pets to foul Communal Areas and failing to clear up after them;
- 3.16.12 selling drugs or storing drugs cultivating and manufacturing drugs or committing other criminal behaviour;
- 3.16.13 dumping or hoarding rubbish either in the Communal Areas (including bin areas) or in your own **garden** or the Property. This includes items of household furniture or appliances or car parts;
- 3.16.14 keeping your garden in an untidy state so that it is unkempt or attracts vermin;
- 3.16.15 driving dangerously cars or motorcycles in the locality;
- 3.16.16 carrying out extensive repairs to any **vehicle** in gardens, garage areas, parking bays or estate roads or verges so as to cause a nuisance to others;
- 3.16.17 driving mini motorcycles, quad bikes or similar vehicles in public spaces, the Communal Areas or in shared areas on the Estate or in the locality;
- 3.16.18 offensive gestures;
- 3.16.19 damaging property, including cars and bikes;

- 3.16.20 arson or attempted arson;
- 3.16.21 dumping rubbish and furniture;
- 3.16.22 storing vehicles or bikes, which are powered by petrol, diesel, paraffin or electrics in shared areas on the Estate or in the locality
- 3.16.23 throwing things off balconies or out of windows;
- 3.16.24 undermining shared security, for example, allowing strangers to get into the Building;
- 3.16.25 blocking shared areas on the Estate or in the locality;
- 3.16.26 playing ball games in areas where this is not allowed;
- 3.16.27 parking a vehicle in a way that blocks access for pedestrians or vehicles, or causes damage to grassed and other areas;
- 3.16.28 excessive dog barking, or dogs fouling shared or public areas on the Estate or in the locality;
- 3.16.29 not keeping Pets under control;
- 3.16.30 making unjustified complaints;
- 3.16.31 working on motor vehicles, other than just servicing your own car or motorcycle;
- 3.16.32 riding a motorcycle, or allowing one to be ridden, off-road on public or shared areas on the Estate or in the locality.

Harassment

- 3.17 That the lawful occupiers or your visitors will not:
 - 3.17.1 harass or threaten to harass any person for any reason, (including but not limited to) harassing someone on any of the **Harassment Grounds**; and/or
 - 3.17.2 do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
 - (a) any other tenant or a member of his/her household or their visitors;
 - (b) an adjoining occupier;
 - (c) our staff or contractors;
 - (d) any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which is likely to be harassment or behaviour which interferes with the peace and comfort or causes offence includes (but is not limited to):

- 3.17.3 physical or verbal abuse;
- 3.17.4 threatening or intimidating behaviour;
- 3.17.5 stalking;
- 3.17.6 writing threatening or abusive material including graffiti;
- 3.17.7 making false or malicious complaint about the behaviour of any other person;
- 3.17.8 physical violence or assault;
- 3.17.9 persistent or offensive phone calls, texts and/or emails, notes or letters;
- 3.17.10 sending indecent or abusive or offensive material;
- 3.17.11 cyber bullying and trolling;
- 3.17.12 posting and sending offensive material on social networking sites;
- 3.17.13 putting offensive materials through letter boxes.

NOTE: In order to help resolve neighbourhood disputes, we strongly advise that you attend mediation with your neighbours if we ask you to do so.

Illegal, immoral and unlawful behaviour

3.18 That neither the lawful occupiers nor your visitors shall use the Property, the Building and/or the Estate and/or any other estate owned or managed by us for any illegal, immoral or unlawful activity.

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- 3.18.1 cultivating, selling, supplying, possessing, or storing illegal drugs (whether or not for your own use);
- 3.18.2 selling, storing, possessing and/or handling stolen and/or counterfeit goods;
- 3.18.3 storing or distributing racist material or illegal pornography;
- 3.18.4 prostitution;
- 3.18.5 storing and/or possession of illegal or unlicensed firearms or weapons.

Domestic violence and abuse

3.19 That the lawful occupiers or your visitors, will not be, or threaten to be, violent and/or **Abusive** towards:

3.19.1 any other lawful occupier; and/or

3.19.2 any current or former partners; and/or

3.19.3 their friends and/or family,

in the Property and/or the Building and/or on the Estate and/or any other estate owned or managed by us.

Terrorism

3.20 That neither the lawful occupiers nor your visitors, shall commit, threaten to commit nor support any act of **Terrorism** at the Property, the Building and/or the Estate.

Tenancy Fraud

3.21 That the lawful occupiers must not commit fraud or attempt to commit fraud relating to your occupation of the Property. Examples of fraud include (but are not limited to) unlawful subletting (whether for profit or not) and knowingly or recklessly making a false statement or withholding information in order to obtain this Tenancy.

Pets and Wild Animals

3.22 Not to keep any Pets in your Home, the Property and/or the Estate without first getting our consent.

3.23 If we give you consent to keep a Pet in your Home and/or the Property, you agree:

3.23.1 that the Pet will be looked after properly and kept under control at all times

3.23.2 that dogs must be kept on a lead at all times in the Building, Communal Areas and/or on the Estate

3.23.3 that the Pet will not cause nuisance, annoyance, harm or damage to any other person or property

3.23.4 not to mistreat or neglect the Pet or keep the Pet in poor or unsanitary conditions or conditions inconsistent with the Pet's welfare

3.23.5 not to leave the Pet unattended for long periods of time

3.23.6 that the Pet will not foul in the Building, the Communal Areas and/or the Estate. If the Pet does foul in the Building, the Communal Areas and/or the Estate, you agree to remove the waste and clean the area

3.23.7 to provide and maintain a suitable living environment for the Pet that does not pose a risk to your Home, the lawful occupiers, your visitors, other animals or your neighbours (this will include providing and

- maintaining suitable fencing, caging or other form of enclosure to prevent any Pet at your Home from straying into neighbouring or communal land on the Estate)
- 3.23.8 to ensure that you comply with any legislation applying to the Pet, such as, but not limited to, micro chipping of dogs
- 3.23.9 not to keep the Pet for commercial breeding purposes without first getting our written consent and any licences or other permissions that may be needed
- 3.23.10 that the Pets will not prevent us, our employees, agents or contractors gaining access to your Home
- 3.23.11 to comply with any reasonable conditions attached to our consent.
- 3.24 That if you breach your obligation under clause 3.23 of these Terms and Conditions above, we shall be entitled to withdraw our consent and require you to remove the Pet from your Home or the Property on giving you 7 days' written notice.
- 3.25 If we withdraw our consent for you to keep a Pet at your Home or the Property and you fail to remove the Pet on our written request, your breach shall be regarded as a breach of this Tenancy.
- 3.26 That the lawful occupiers, or your visitors will not do or permit anything to be done which encourages wild animals or birds or vermin (i.e. rats, pigeons, seagulls, foxes etc) onto the Property, the Building, or the Estate (including but not limited to feeding such wild animals or birds or vermin) that causes or is likely to cause a danger, nuisance or annoyance to other people, or damage to property.

Health, Safety and Hygiene

Interference

- 3.27 That the lawful occupiers and your visitors will not tamper with and/or damage:
- 3.27.1 security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems, security gates and closed-circuit systems); and/or
- 3.27.2 anything which supplies or is in connection with the supply of gas, electricity, water or any other services; and/or
- 3.27.3 equipment used for ventilation; and/or
- 3.27.4 any Energy Efficiency System
- in the Property, the Building, or the Estate.

Explosive or combustible materials

- 3.28 That the lawful occupiers or your visitors will not bring into or keep or use anything (including substances) in the Property or the Building and/or on the Estate which may or is likely to cause an explosion. This includes (but is not limited to):
- 3.28.1 keeping or storing gas or liquid petroleum cylinders or other compressed cylinders (whether full or empty) inside your Home or the Building
 - 3.28.2 using paraffin or calor gas heaters or fires, table top or camping fires or gel fuel burners (including bio ethanol burners) or incinerators inside your Home or any garage, outbuilding forming part of the Property
 - 3.28.3 keeping or storing paraffin, liquid petroleum gas or petrol inside your Home or the Building
 - 3.28.4 keeping or storing of highly combustible materials (including but not limited to large lithium batteries for use in mobility scooters, e-bikes and e-scooters) unless prior consent has been obtained in accordance with clause 3.30 below.

NOTE: This does not include reasonable quantities of ordinary domestic materials for general household use such as matches or lighters or reasonable quantities of petrol or gas for use in the usual household goods (such as lawnmowers or barbecues) as long as these are stored in a secure outbuilding or garage away from your Home forming part of the Property.

Appliances

- 3.29 That all fittings and appliances at the Property belonging to the lawful occupiers, that have not been provided by us must:
- 3.29.1 meet all current safety standards
 - 3.29.2 be installed and maintained in accordance with manufacturer guidelines
 - 3.29.3 be maintained in good working order.

Fire Safety

- 3.30 That the lawful occupiers or your visitors will not keep or store petrol or electric vehicles (including, but not limited to mopeds, motorbikes, mobility scooters, e-bikes and e-scooters) inside your Home, the Property or in the Building without first getting our consent.
- 3.31 That the lawful occupiers or your visitors will not keep or leave rubbish, dangerous materials or belongings which would constitute a health or fire safety risk in the Property or on any Communal Areas and/or the Estate.

- 3.32 That neither the lawful occupiers nor your visitors will keep or leave any personal belongings (including but not limited to prams, pushchairs, bicycles, mopeds, mobility scooters or other devices used to aid mobility, e-bikes, e-scooters, domestic appliances furniture, floor coverings or rubbish) in the Communal Areas.
- 3.33 That neither the lawful occupiers nor your visitors will use the electrical power points in the Communal Areas and/or the Building for your own power supply purposes or for the charging of any items unless it has been designated as a communal charging point.
- 3.34 To test smoke and/or carbon monoxide alarm(s) at the Property every month and report any disrepair or defect with such alarms for which we are responsible to us promptly.
- 3.35 If smoke alarm(s) at the Property are run on batteries, you are responsible for replacing the batteries when necessary. Where you have replaced the batteries and such smoke alarms do not work, you must report this to us promptly in accordance with clause 3.34 above.

Use of your Home and the Communal Areas

- 3.36 That the lawful occupiers, or your visitors will not put anything on a window ledge, balcony or roof at the Property or the Building which could be a danger to anyone living in the Building, the Estate or in the locality.
- 3.37 That the lawful occupiers, or your visitors will not throw food, refuse or any other object from a window, landing, down stairwells or from balconies, lobbies and staircases at the Property or in the Communal Areas.
- 3.38 That the lawful occupiers or your visitors, will keep any Communal Areas in a clean condition; where we provide a cleaning service which you for as part of the Rent, any areas must still be kept tidy.
- 3.39 That the lawful occupiers, or your visitors will not pour oil, petrol or any other chemical or harmful substance down drains or gullies, or place such substances in domestic bins at the Property, the Building and/or the Estate.

NOTE: This does not include pouring reasonable quantities of ordinary domestic cleaning fluids for general household use (such as bleach) down drains or gullies nor disposing of such cleaning fluids in domestic bins as long as the fluids are contained in their original packaging/containers.

- 3.40 That the lawful occupiers, or your visitors will not cause blockage to the drains and pipes in or about the Property (including but not limited to blockages caused by the disposal of cooking fats).

- 3.41 That the lawful occupiers, or your visitors will not light barbeques or fires on balconies forming part of your Home or the Communal Areas or in other covered parts of the Communal Areas.
- 3.42 That the lawful occupiers or your visitors will not smoke:
- 3.42.1 in the Communal Areas, except in designated smoking areas (where these exist)
 - 3.42.2 in the Property whilst our staff, agents or contractors are inside the Property.
- 3.43 That the lawful occupiers or your visitors will not hoard belongings at the Property that will, or are likely to, or are capable of:
- 3.43.1 creating an increased fire/environmental health risk; and/or
 - 3.43.2 causing structural damage to the Property; and/or
 - 3.43.3 preventing reasonable access or egress to the Property; and/or
 - 3.43.4 causing a nuisance or annoyance or obstacle to:
 - (a) any other tenant or a member of his/her household or their visitors;
 - (b) an adjoining occupier;
 - (c) our staff or contractors;
 - (d) any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us.
- 3.44 That the lawful occupiers or your visitors will protect your and other resident's safety and security by:
- 3.44.1 complying with any health and safety or fire instructions relating to the Building and/or Communal Areas;
 - 3.44.2 closing external, safety and fire doors in and to the Building;
 - 3.44.3 keeping the Building secure by using the security systems properly and not letting strangers into the Building without identification
 - 3.44.4 controlling and not lending out any key or fob to any Communal Areas.

NOTE: These conditions are important for your health and safety and that of your neighbours.

Refuse

- 3.45 That the lawful occupiers or your visitors will place only securely bagged normal household rubbish in the refuse receptacles provided at the Property or at the designated refuse collection point, or any refuse chute in the Communal Areas.

3.46 That the lawful occupiers or your visitors will not place discarded household or garden objects (including washing machines and garden waste) at the designated refuse collection point or drying areas in the Communal Areas.

3.47 That the lawful occupiers or your visitors will not place refuse bags or recycling containers:

3.47.1 outside the front door of your Home

3.47.2 in the Communal Areas.

Internal Maintenance, Repair, Decoration and Damage

3.48 To keep the interior of your Home and the Contents in good and clean condition and to decorate all internal parts of your Home as frequently as is necessary to keep them in reasonable decorative order.

3.49 Not to use textured coatings (such as artex or similar products) on the walls and ceilings when decorating inside your Home.

NOTE: This means you should take reasonable care of your Home.

3.50 That you are responsible for Works required to your Home, the Contents, the Building, the Communal Areas or the Estate which are not our responsibility and/or result from any damage or neglect caused by you, anyone living with you and/or your visitors and/or Pets.

Works for which you are responsible include minor repairs and maintenance to your Home (including but not limited to):

3.50.1 the clearing and replacement of cracked and broken glass resulting from damage caused by the lawful occupiers or your visitors,

3.50.2 the replacement of locks where keys have been lost

3.50.3 the replacement or refixing of hat and coat hooks, picture and dado rails, curtain battens and shelving

3.50.4 the replacement of WC seats (except where we consider you are vulnerable by reason of age, disability or illness)

3.50.5 the replacement of smoke alarm batteries (except where we consider you are vulnerable by reason of age, disability or illness)

3.50.6 internal decorations; and

3.50.7 replacement of shower rails and shower curtains.

NOTE: Further examples of the minor repairs and maintenance that you are responsible for can be found in the Repairs Handbook.

- 3.51 That the lawful occupiers, your visitors or Pets, will not graffiti, deface or cause damage to and will take every reasonable precaution to prevent damage (including, but not limited to, damage by Pets, frost, fire, explosive materials and stoppages in WCs, drains and water pipes) to the Property, the Contents, the Building, the Communal Areas and/or the Estate.

Precautions to be taken by you to prevent damage to the Property and the Contents, include but are not limited to):

- 3.51.1 taking all reasonable precautions to assist in the prevention of freezing or bursting pipes during the winter months including leaving the heating running at a low temperature especially if the Property is vacant or unoccupied.
- 3.51.2 taking all appropriate precautions to ensure adequate ventilation to the Property and not hanging hang or placing wet or damp articles of washing upon any of the fixtures, fittings or on any room heater at the Property.
- 3.52 That the lawful occupiers or your visitors will not do anything at the Property or on the Estate which will cause damage to the Property or any other property on the Estate.

Improvements, alterations and additions

- 3.53 Not to make any **improvements** to the Property, the Contents, any Energy Efficiency System, the Building and/or the Estate, except in the circumstances permitted by sections 97 to 99 of the Housing Act 1985, *which is where you have first obtained our written consent which we will not unreasonably withhold and which will be subject to any planning permission or any other permissions that may be needed.*

The Contents

- 3.54 That the lawful occupiers or your visitors will not:
- 3.54.1 sell, rent, dispose of or give away the Contents;
- 3.54.2 damage vandalise or destroy the Contents
- 3.54.3 remove the Contents from your Home without first seeking our consent.

Communal facilities

- 3.55 That the lawful occupiers or your visitors will use any facilities provided within the Communal Areas (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.

Garden

3.56 To:

- 3.56.1 keep any garden, drive, pathway, lawns, path, shed, store, pond, greenhouse, fence, or other structure, which are your responsibility and that form part of the Property, well-maintained, free of rubbish and weeds and in a good condition. You must ensure that any trees, hedges, shrubs bushes or ivy:
- (a) are maintained to a reasonable height and condition;
 - (b) do not obstruct any windows, doors or footpaths;
 - (c) are not planted or allowed to be planted within 10 metres of the Property, Building or any other property on the Estate where the height of the tree, hedge, shrub, bush or ivy may exceed 3 metres in height
 - (d) do not cause damage to any other property on the Estate; and
 - (e) do not grow to interfere with the passage of light, wind and air to any Energy Efficiency System
- 3.56.2 ensure you do not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of the Property or in Communal Areas other than in designated receptacles; and
- 3.56.3 not remove any tree, hedge or wall from the garden of the Property or on the Estate without first getting our consent; and
- 3.56.4 not install any shed, greenhouse, garage, aviary, cage or similar structure in the garden of the Property or on the Estate without first getting our consent any planning permission or any other permissions that may be needed; and
- 3.56.5 comply with the terms and conditions of any Tree Preservation Order notified to you by us relating to any tree situated in your garden
- 3.56.6 be responsible with any neighbour for the maintenance of any fencing between your and your neighbours' garden(s).

Reporting Disrepair and Damage

3.57 To report to us promptly:

- 3.57.1 any disrepair or defect which you are aware of in your Home, the Energy Efficiency System, the Contents, the Building, in the Communal Areas that is our responsibility to repair;

- 3.57.2 any damage which you are aware of to your Home, the Energy Efficiency System, the Contents, the Building, in the Communal Areas, which may give rise to any claim under our insurance policy.

Access to your Home

- 3.58 To allow us, our employees, agents and/or contractors:
- 3.58.1 immediate access to the Property in an emergency; and
- 3.58.2 on giving at least 24 hours' notice, access to the Property even if there is no emergency to:
- (a) carry out any inspections at the Property (including electrical inspections and inspections of the condition of the Property and/or any Energy Efficiency System);
 - (b) carry out any Works to the Property, the Energy Efficiency System, or any adjoining homes or to the Building and/or Estate; (including Works that we consider necessary on health and/or safety grounds);
 - (c) carry out any of our obligations under this Tenancy or imposed on us by law (including the carrying out of an annual gas safety inspection);
 - (d) provide any Services under this Tenancy.
- 3.58.3 That if you do not allow access to us, our employees, agents and/or contractors in breach of your obligations under this clause 3.58 of the Terms and Conditions, you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within 28 days of us requesting payment from you.
- 3.58.4 That:
- (a) if you do not allow us access to the Property in accordance with this clause 3.58 of the Terms and Conditions, we may take court action to gain access to the Property
 - (b) in an emergency or where we need to carry out a gas safety inspection, we have a right to enter the Property immediately without giving you notice. In such cases we may need to force immediate access to the Property.

Parking and Vehicles

- 3.59 That neither the lawful occupiers nor your visitors will park more than one private motor car, light goods taxation class motor vehicle, motorcycle or moped at the Property.

- 3.60 That neither the lawful occupiers nor your visitors will park any private motor car, light goods taxation class motor vehicle, motorcycle or moped anywhere at the Property, the Building and/or the Estate other than where it is roadworthy taxed and insured and provided it is parked:
- 3.60.1 in any private garage granted as part of the Property (if any);
 - 3.60.2 in any designated parking space (where these exist) that we have given you specific or implied consent to use;
 - 3.60.3 at the Property where a hard-standing and dropped kerb are provided;
or
 - 3.60.4 in any shared car park (where these exist).
- 3.61 That the lawful occupiers or your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces on the Estate.
- 3.62 That neither the lawful occupiers nor your visitors will park any heavy goods taxation class motor vehicle, mobility scooter, caravan, motor home, camper van, boat, trailer, lorry, or similar vehicle anywhere at the Property, the Building or on the Estate without first getting our consent.

Failure to carry out Works

- 3.63 That if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
- 3.63.1 carry out the Works to put right your breach; or
 - 3.63.2 serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.
- 3.64 If we carry out Works to put right your breach because:
- 3.64.1 we have inspected the Works you have done in response to a notice from us and they are not to a reasonable standard; or
 - 3.64.2 you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
 - 3.64.3 we have decided to carry out the Works to put right your breach
- you shall pay to us our reasonable costs of doing so within 28 days of us requesting payment from you.

- 3.65 This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:
- 3.65.1 maintaining your garden and any trees in your garden (clause 3.56 of these Terms and Conditions)
 - 3.65.2 undertaking repairs, maintenance and decoration that are your responsibility (clauses 3.48, 3.49 and 3.50 of these Terms and Conditions)
 - 3.65.3 repairing any damage caused that you are responsible for repairing (clauses 3.50, 3.51, 3.52 and 3.54 of these Terms and Conditions)
 - 3.65.4 undertaking any unauthorised improvements (clause 3.53)
 - 3.65.5 looking after the Contents (clause 3.54 of these Terms and Conditions)
 - 3.65.6 removing items from and cleaning the Building and/or Communal Areas (clauses 3.23, 3.30, 3.31, 3.32, 3.38, 3.45, 3.46 and 3.47, of these Terms and Conditions)
 - 3.65.7 your parking obligations (clauses 3.59 to 3.62 of these Terms and Conditions) (such Works may include removing your vehicle).

Title and Planning

- 3.66 You must comply with any obligations concerning the use of the Property in title deeds or in any planning permission, details of which (if any) are attached to this Tenancy at Appendix 3. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the Property. Where those terms conflict with the terms of this Tenancy, those terms will prevail.

Temporary vacation of your Home for Works

- 3.67 That where we or our agent acting on our behalf is required to carry out Works to the Property, the Building and/or the Estate, to comply with any of our obligations under this Tenancy or imposed on us by law or otherwise, and the Works cannot reasonably be carried out whilst the lawful occupiers remain in the Property, then you agree that the lawful occupiers will:
- 3.67.1 move out of the Property for as long as is necessary for us or our agent to carry out the Works in exchange for us or our agent arranging alternative and temporary accommodation for the lawful occupiers; and
 - 3.67.2 move out of the temporary accommodation upon the Works being completed (as to the date of which our or our agent's decision shall be final) and move back into the Property on reasonable notice being given to you by us or our agent.

Ending the Tenancy

- 3.68 To:
- 3.68.1 give us at least 28 days' notice in writing ending on a Sunday that you want to end the Tenancy;
 - 3.68.2 allow us with or without prospective tenants to inspect the Property and the Contents and any Energy Efficiency System before the 28-day notice period ends; and
 - 3.68.3 if you leave before 28 days' notice has been given (or before your notice expires, if you have given longer notice), to pay the Rent as if you had given 28 days' notice (or up to the period at which your written notice expires);
 - 3.68.4 give us a forwarding address.
- 3.69 To give us possession of the Property at the end of the Tenancy. If you are a joint tenant, a notice to quit signed by one tenant will end the Tenancy even if the other tenant objects.

NOTE: It is really important to note that there is no such thing as ending 'part' or 'half' of a tenancy. The whole tenancy will end once notice is received whether it is given by all or just one joint tenant and cannot be withdrawn or revoked. You should consider this carefully before entering into a joint tenancy.

Moving out

- 3.70 That on the date which this Tenancy ends (or the following day if your Tenancy ends on a Sunday):
- 3.70.1 the lawful occupiers will move out and not leave anyone else and/or any Pets in the Property
 - 3.70.2 you will return the keys (and where applicable all the door entry fobs) to the Property to us by 12:00 noon
 - 3.70.3 you will leave the Property, the Contents, any Energy Efficiency System and our fixtures and fittings, in a clean and good condition
 - 3.70.4 you will leave the Contents in the Property
 - 3.70.5 you will leave the Energy Efficiency System at the Property
 - 3.70.6 you will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to you) and rubbish from the Property.

- 3.71 That for any **Period of Unauthorised Occupation**, you must pay us an amount equivalent to the Rent due for that Period of Unauthorised Occupation within 28 days of us requesting payment from you.
- 3.72 That if you do not return the keys (and where applicable all the door entry fobs) by 12:00 noon on the day this Tenancy ends (or on the following day if your Tenancy ends on a Sunday) you will pay to us the reasonable costs of changing the locks to the Property and replacement locks and key(s) within 28 days of us requesting payment from you.
- 3.73 That on the day this Tenancy ends, if you do not:
- 3.73.1 remove all personal possessions (including Pets) and rubbish
 - 3.73.2 leave the Property (including our fixtures and fittings) and the Contents and the Energy Efficiency System in a clean and good condition
 - 3.73.3 leave the Contents in the Property
 - 3.73.4 leave the Energy Efficiency System at the Property
- you will pay to us our reasonable costs of storing your goods or carrying out such Works necessary to put right your breach within 28 days of us requesting payment from you.
- 3.74 If you do leave any personal possessions at the Property once the Tenancy has ended, we:
- 3.74.1 may dispose of them; or
 - 3.74.2 shall be entitled (but not obliged) to sell them
- after taking reasonable steps to notify you and giving you a reasonable time to collect them.
- The costs of storage and/or sale of your personal possessions and any Rent or other sums of money owed by you to us under this Tenancy, may be deducted from any sale proceeds.

4. YOUR RIGHTS

YOU AND WE AGREE:

Right to occupy

- 4.1 You have the right to peacefully occupy your Home without unlawful interference from us.

Succession

- 4.2 If the Start Date of this Tenancy is on or after 1 April 2012, on your death:

- 4.2.1 your rights are set out sections 86A, 88 and 89 of the Housing Act 1985 and are summarised below:

“(i) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or

*(ii) if there is no surviving joint tenant your **Partner** as long as they occupied your Home as their only or principal home at the time of your death, will become the Tenant by **succession** as long as you were not a successor as defined in the Housing Act 1985.*

The law only allows one succession of the Tenancy.”

- 4.3 If the Start Date of this Tenancy is before 1 April 2012, on your death, your rights as set out in sections 87, 88 and 89 of the Housing Act 1985 (as were in force prior to 1 April 2012) and are summarised below:

- (a) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or

- (b) if there is no surviving joint tenant:

- your Partner; or
- *another **Family Member** as long as they occupied your Home with you throughout the period of 12 months at the time of your death*

will become the Tenant by succession as long as:

- *they occupied your Home as their only or principal home at the time of your death; and*
- *you were not a successor as defined in the Housing Act 1985*

- (c) if there is more than one person entitled to succeed to the Tenancy under clause (b) above, the Tenancy shall pass to the person in accordance with the following:

- *your Partner is preferred over another Family Member;*
- *if there is more than one Family Member, whichever one of them may be agreed between them; or where there is no such agreement, decided by us acting reasonably.*

The law only allows one succession of the Tenancy.

Assignment and mutual exchange

- 4.4 You have the right to assign the whole or any part of your Home or the Property (including the right to assign the Tenancy by way of a mutual exchange) only in the circumstances permitted by sections 91 and 92 of the Housing Act 1985, *which are set out above at clause 3.5 of these Terms and Conditions above.*

Lodgers

- 4.5 You have the right to take in a lodger in accordance with section 93 of the Housing Act 1985.

Subletting

- 4.6 You have the right to part with possession or sublet (including granting holiday lettings) part of your Home or the Property only in the circumstances permitted by section 93 of the Housing Act 1985 *which means only where you have first obtained our written consent.*

Repairs

- 4.7 You have the right to have repairs carried out to your Home in the circumstances permitted by section 96 of the Housing Act 1985. *This means that where we or our contractors fail to carry out certain types of repairs in specified time limits you can require us to appoint another contractor to carry out those repairs and you then have a right to compensation if that second contractor does not carry out the repairs within the specified time limits set out in the law that applies at the time of your claim.*

Improvements

- 4.8 You have the right to make improvements to the Property, the Contents, any Energy Efficiency System, the Building and/or the Estate only in the circumstances permitted by sections 97 to 99 of the Housing Act 1985, *which are set out above at clause 3.53 of these Terms and Conditions.*

Compensation for improvements

- 4.9 You have the right to compensation for improvements in the circumstances permitted by sections 99A and 99B of the Housing Act 1985, *which is where we have consented to you carrying out the improvement and the improvement is eligible for compensation.*

NOTE: Not all improvements will be eligible for compensation.

Information about your Tenancy and about our policies

- 4.10 You have the right to information about your Tenancy and about our policies as set out in sections 104 and 106 of the Housing Act 1985. *This includes information about:*
- 4.10.1 the terms of your Tenancy

4.10.2 our repairing obligations

4.10.3 our housing management policies.

Consultation about matters of housing management

4.11 You have the right to be consulted by us in matters of housing management in the circumstances set out in section 105 of the Housing Act 1985, *which is where we are making changes to our housing management arrangements and those changes are likely to have a substantial effect on you. We will inform you of our proposals and give you a chance to tell us what you think of our proposals before we make a decision on whether or not to go ahead with those proposals.*

Right to Buy

4.12 You have the right to buy the Property in the circumstances set out in part V of the Housing Act 1985.

5. HOW WE MAY END YOUR TENANCY

YOU AND WE AGREE:

- 5.1 So long as the Tenancy remains a Secure Tenancy we can bring it to an end by getting a Court Order for possession on one or more of the grounds listed in Schedule 2 to the Housing Act 1985, in which case we will give you written notice of seeking possession before starting such possession proceedings (unless a court grants an order that it is just and equitable to dispense with the requirement to serve you with such notice).
- 5.2 If this Tenancy stops being a Secure Tenancy (because for example you stop living in the Property as your only or principal home), we may end this Tenancy by giving you notice to quit.

Schedule 1

Definitions

You and we agree the following words shall have the following meanings:

Abusive	<p>includes (but is not limited to) any behaviour which consists of:</p> <ul style="list-style-type: none"> • physical or sexual abuse • violence or threatening behaviour • controlling behaviour including (but not limited to) behaviour designed to: <ul style="list-style-type: none"> o make a person subordinate and or dependent by isolating them from sources of support o exploit a person's resources and capacities for personal gain o deprive a person of the means needed for independence, resistance and escape o regulate a person's everyday behaviour • coercive behaviour including (but not limited to) assaulting, threatening, intimidating and other forms of abusive behaviour used or designed to harm, punish or frighten a person • economic abuse; including (but not limited to) behaviour that has a substantial adverse effect on a person's ability to: <ul style="list-style-type: none"> o acquire, use or maintain money or other property; or o obtain goods or services • psychological, emotional or other abuse.
Benefit	means housing benefit, Universal Credit or any alternative replacement scheme
Building	where your Home is a flat or maisonette, the building your Property forms part of, and includes the Communal Areas

Communal Areas	which includes shared communal areas such as (but is not limited to) any stairways, lifts, communal gardens, balconies, landings, washrooms and parking areas
Contents	means the furniture, furnishings, fixtures and other items listed in Schedule 3 of this Tenancy (if any) which are let with your Home under this Tenancy
contractor	any company or persons appointed by the Council or its managing agents to carry out repair works, improvements, or any other tasks we deem necessary.
Details	means the particulars of your Tenancy set out in at the start of your Tenancy and to which the Terms and Conditions are attached, forming part of the Tenancy
Energy Efficiency Payments	<p>includes (but is not limited to)</p> <ul style="list-style-type: none"> • any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable heat incentive payments) relating to the Energy Efficiency System (including any monetary payments) • any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System • any revenue generated in relation to the Energy Efficiency System
Energy Efficiency System	<p>means any:</p> <ul style="list-style-type: none"> • low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and • renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power,

	<p>biogas, bioliquids and the injection of biomethane into the Grid, together with</p> <ul style="list-style-type: none"> • any invertors, meters, monitoring equipment, cabling and other associated media and works; and • any addition or replacement, <p>that we, or a third party with our permission, may install</p>
Estate	means any land and/or buildings adjoining and/or neighbouring your Home, the Property and the Building and which is owned by us
Family Member	means a member of your family within the meaning of part IV of the Housing Act 1985 and defined in section 113 of the Housing Act 1985
flat	a home which forms part of a building
Former Occupancy Debts	means rent arrears or other debts or charges owing from a previous occupancy of the Property or from another property owned by us
garden	includes: lawns, hedges, flowerbeds, trees, shrubs outside walls, fences, paths, yards, and drives, grass, trees, plants, bushes, hedges, garage, shed/greenhouses.
gifted items	means any electrical items, soft furnishings or other items gifted to you on the Start Date as listed in Schedule 4 of this Tenancy (if any). We are not responsible for any Works needed to any gifted items
Grid	means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem
Harassment Grounds	<p>means harassment for any reason including (but not limited to) harassing someone on any of the following grounds:</p> <ul style="list-style-type: none"> • age

	<ul style="list-style-type: none"> • disability • gender reassignment • marriage and civil partnership • pregnancy and maternity • race • religion or belief • sex • sexual orientation
Home	means your house, bungalow, flat or maisonette granted under the terms of this Tenancy and described in the Details
improvements	<p>means any improvements, alterations or additions including (but not limited to):</p> <ul style="list-style-type: none"> • putting up an extension • adding to changing or replacing the fixtures and fittings provided by the Council • altering or interfering with essential services gas, electricity, or water services • putting up any radio or television aerial, satellite dish, alarm, camera or CCTV • building or putting up any structures such as sheds, garages, pigeon lofts, car ports, hard standing or driveway • making major alterations to the property • removing any tree or hedge from the garden or external area • installing central heating or a gas fire; • removal of floor tiles; • installing laminate flooring; • installing a shower • replacing kitchens/bathrooms

lawful occupiers	means the people that that will be living in your Home including you, who at the Start Date are listed in the Details
lodger	a person who pays you to let them live with you in the Property.
maisonette	a flat with more than one floor.
mutual exchange	means to swap your Tenancy with another person where this is allowed by the Housing Act 1985
neighbours	including everyone living in the local area, including people who own their own homes or are renting from another landlord
New Terms	are the changes we are making to the terms of this Tenancy
Partner	means your husband or wife, a person living with you as your husband or wife, your registered civil partner or a person living with you as your registered civil partner
Period of Unauthorised Occupation	is any period after 12:00 noon on the day this Tenancy ends, which the lawful occupiers and/or anyone authorised by you remain in occupation of the Property
Pets	includes but is not limited to any animal, bird, reptile, insect or fish
Property	means your Home including any fixtures and fittings owned by us (except the Contents) and any balcony, terrace or patio that you have a right to use with your Home and if your Home is a house or bungalow includes any garage, driveway, allocated parking space, outbuilding or garden let under this Tenancy and any paths, hedges and/or fences exclusively for your Home and owned by us. For the avoidance of doubt the Property does not include any Energy Efficiency System that may be fitted to your Home at the Start Date or at any time

	during the Tenancy or any part of your Home to which any Energy Efficiency System is attached
Regulator	means the Regulator of Social Housing, which is an executive non-departmental public body which regulates registered providers of social housing or any replacement body or bodies which regulate social housing or takes over the substantially the same regulatory and supervisory functions of the Regulator of Social Housing
Rent	means the amount of money you have to pay to us to live in your Home and for us to provide the Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy and any Former Occupancy Debts
Rent Review	means the time when we will review and change the Rent in accordance with sections 102 and 103 of the Housing Act 1985, which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
Reviewed Rent	means the Rent, as varied under this Tenancy at the Rent Review or the Service Review
Secure Tenancy	means a tenancy granted in accordance with the Housing Act 1985
Services	are the services which we will provide under this Tenancy (which at the Start Date are listed in Schedule 2) which you will pay for as part of the Rent
Service Review	means the time when we will review and change the Rent in accordance with sections 102 and 103 of the Housing Act 1985 if there is a change in the Services provided to you
Start Date	means the start date of this Tenancy as inserted in the Details

structure	the walls, roof, and load bearing part of the Property or the Building in which you live
sublet	this is when you part with possession of the Property and give (or allow someone else to have) possession of the whole or part of the Property. Usually (but not always) this is in exchange for rent, money, or some other benefit
succession	means the process whereby a surviving joint tenant, Partner or Family Member becomes the tenant following the death of the original tenant in the circumstances
Tenancy	means the legal agreement between you and us where we allow you to live in the Home and where both you and us agree to do various things which are set out in the Tenancy
Terms and Conditions	means the terms and conditions attached to the Details forming part of the Tenancy
Terrorism	<p>includes (but is not limited to) any action which is</p> <ul style="list-style-type: none"> • designed to influence the government or to intimidate the public or a section of the public; and • made for the purpose of advancing a political, religious or ideological cause; and • the action <ul style="list-style-type: none"> o involves serious violence against a person o involves serious damage to property o endangers a person's life, other than that of the person committing the action o creates a serious risk to the health or safety of the public or a section of the public o is designed to seriously interfere with or disrupt an electronic system

Varied Terms of Tenancy	means the New Terms
vehicle	includes for example, a domestic car, motorbike and other two- and four-wheel bikes.
visitor	people temporarily staying at the Property, or a person present in your Home.
we/us	means Cannock Chase District Council, your landlord under this Tenancy
Works	means any works and for example includes but is not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good
you	means the tenant(s) of the Property under this Tenancy. This includes joint tenants.

Schedule 2

The Services

Schedule 3

The Contents

THE CONTENTS

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I/We agree that the Contents (if any) are listed above.

..... Dated.....

..... Dated.....

..... Dated.....

..... Dated.....

Signed by the tenant(s) [If there is more than one tenant then each of you must sign].

..... Dated.....

Signed by and on behalf Cannock Chase District Council

Schedule 4

Gifted Items

THE GIFTED ITEMS

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I/We agree that the gifted items (if any) are listed above.

..... Dated.....

..... Dated.....

..... Dated.....

..... Dated.....

Signed by the tenant(s) [If there is more than one tenant then each of you must sign].

..... Dated.....

Signed by and on behalf Cannock Chase District Council

Appendix 1

Photographs of your home

Appendix 2

Plan of your home

Appendix 3

Title and Planning

Review of Tenancy Agreement

Key Proposed Policy Changes and Full List of Changes, Section by Section.

Key (Major) Policy Changes

This table sets out the major changes affecting applicants proposed to the policy, the key section of the proposed and current policy related to the change¹ and why these have been proposed.

What's New and What's Changed on the Secure and Introductory Tenancy Agreement

Section from new Tenancy Agreement	What's changed	Comments
Introduction	New Proposed: Introduction Current: none	Introduction. The introduction gives us an opportunity to introduce the Council, state the type of tenancy and provide some useful information.
Tenancy Agreement	New Proposed pg1: Other Proof of identity is accepted. Currently pg3 only requests National Insurance number.	Proofs Some new tenants have struggled to provide National Insurance numbers, and this change recognises that other proofs of identify can be provided.
Tenancy Agreement	New Proposed pg2: confirmed the permitted number of people who can live in the property. Current: Not mentioned	Permitted number in the property. This avoids any confusion as to the type of property and the statutory maximum number of people that ought to be living in the property at the start of the tenancy. It also helps to avoids problems with under and overcrowding.
Tenancy Agreement	Proposed pg2: stating the type of tenancy. Currently: Only implied in title of document	Tenancy Type The type of tenancy needs to be specifically stated because this is the start of a contractual agreement.
Tenancy Agreement	New Proposed pg2: Tenancies starting in February and March to have a notice of variation of rent. Currently: there is no clause to cover this period.	Notice of variation of Rent Due to Rent Standards, notice of rent increases are required in advance of the rent changing. This explains what happens in February or March for affected tenants.

¹ Other sections of the policy may also refer to the issues. The principal section(s) only are shown in this table

Section from new Tenancy Agreement	What's changed	Comments
Tenancy Agreement	<p>New</p> <p>Proposed pg3: New clause on repayment of former tenancy arrears.</p> <p>Current pg4: There is mention of charges but no details.</p>	<p>Former tenancy debts</p> <p>To acknowledge that debt repayment forms part of the conditions of tenancy the new tenancy is agreeing to.</p>
Tenancy Agreement	<p>New</p> <p>Proposed pg4: Requests a list of all occupants and their immigration status.</p> <p>Current: no provision to request this information.</p>	<p>Occupiers list</p> <p>To ensure the Council and the tenancy complies with the Right to Rent checks, we will need to know who is living in the property.</p>
Tenancy Agreement	<p>Proposed pg4+5: expanded declaration.</p> <p>Current pg4: limited.</p>	<p>Declaration</p> <p>To ensure the tenant has read the tenancy agreement and that there is no fraud or misrepresentation of information.</p>
Section 1. Standards terms in the agreement	<p>Proposed pg1 to 4, 1.1 to 1.15: expanded a quick summary of the tenancy.</p> <p>Current pg6 to 9, 1.1 to 1.20: incorporated standard terms with conditions.</p>	<p>A summary of general terms, rights and obligations, including reserved rights, rent review and altering the terms of the tenancy.</p>
Section 1. Standard Terms and Condition	<p>New</p> <p>Proposed pg1, 1.1: energy efficiency System.</p> <p>Current: None</p>	<p>Energy Efficient System</p> <p>Confirming the landlords right to access to maintain and monitor equipment owned by the Council.</p>
Section 1. Standard Terms and Condition	<p>New</p> <p>Proposed pg3, 1.5 to 1.6: Refusing a rent review or new terms to the tenancy.</p> <p>Current: none</p>	<p>Confirming a tenant's right to terminate the tenancy.</p>
Section 2. Our (Your Landlord's) Obligations	<p>Proposed pg4 to 6, 2.1 to 2.4: clarification of the Landlord's obligation to the building.</p> <p>Currently pg9 to 10, 2.2 to 2.12: Limited to properties and Building.</p>	<p>Landlord's Obligation</p> <p>This clause confirms that extension of the obligation to common parts and services.</p>

Section from new Tenancy Agreement	What's changed	Comments
Section 3 Tenant's Obligation	New Proposed pg8, 3.10: new clause, Insolvency and debts. Current: none	Insolvency So that targeted support can be offered to tenants who may be struggling.
Section 3 Tenant's Obligation	New Proposed pg9, 3.13: Not to put up signs or advertise Current: none	Signs To assist the Council with the management of the aesthetic look of buildings, by requesting permission to erect signage visible in or outside the property.
Section 3 Tenant's Obligation	Proposed pg9 to 12, sections 3:15 to 3:18: more details around what constitutes anti- social behaviour, harassment and illegal, immoral and unlawful behaviour. Current pg11 to 12, sections 3.8 to 3.11: the definition is limited and only covers racial & other harassment and employee harassment.	Anti-social Behaviour (ASB) Linked to the types of case the Service covers and changes in legislation related to ASB.
Section 3 Tenant's Obligation	Proposed Pg12, 3.19: to expand Domestic violence clause. Current pg13 3.12: Limited to just tenant.	Domestic Violence While the existing Tenancy Agreement covers domestic violence caused by all occupiers and toward non-occupiers. The new clause incorporates current domestic violence legislation to cover occupiers and visitors causing or threatening domestic violence in the property, building or on the estate owned by the Council.
Section 3 Tenant's Obligation	New Proposed pg13, 3.20: Terrorism. Current: No Provision	Terrorism To comply with the current Terrorism legislation and obligation on Local Authorities.
Section 3 Tenant's Obligation	Proposed pg13 to 14, 3.21: new Tenancy Fraud clause. Current pg19 4.12: limited to reference to false statement.	Tenancy Fraud To comply with Local Authority public sector duty to investigate and eliminate fraud.

Section from new Tenancy Agreement	What's changed	Comments
Section 3 Tenant's Obligation	<p>Proposed pg13 to 14, 3.22 to 3.26: expanded clause of Pets and Wild animals.</p> <p>Current pg13 3.14 to 3.19: covers only pets.</p>	<p>Pets and Wild Animals</p> <p>The proposed changes allow a more flexible approach, providing more discretion on how we manage and enforce this.</p> <p>We have clarified the conditions under which pets may be kept and made it easier to enforce the agreement where this is breached.</p> <p>The previous agreement was very prescriptive on the pets tenants could keep and their management, which made it difficult to enforce.</p>
Section 3 Tenant's Obligation	<p>Proposed pg14 to 17, 3.27 to 3.47: new section Health, Safety and Hygiene.</p> <p>Current pg17, 3.42: limited reference to asbestos in terms of health and safety.</p>	<p>Health, Safety and Hygiene</p> <p>This is a new clause that sets out clear obligations on the tenant on various subjects such as fire safety and the responsibility for checking smoke detectors (including changing their batteries).</p> <p>There is also a section devoted to hoarding; and this is a completely new clause in the conditions of tenancy.</p> <p>There is also a specific duty not to tamper or damage landlord installations.</p>
Section 3 Tenant's Obligation	<p>New</p> <p>Proposed pg19, 3.55:</p> <p>New clause on communal facilities.</p> <p>Current: None</p>	<p>Communal Facilities</p> <p>This details the communal facilities that can be used as part of being a tenant.</p>
Section 3 Tenant's Obligation	<p>Proposed pg19, 3.56: expansion of garden clause to cover trees in tenanted gardens.</p> <p>Current pg15, 3.28 to 3.29: limited to keeping gardens and garages tidy.</p>	<p>Garden</p> <p>The new clause covers gardens, drives, pathways, sheds, stores, greenhouses and trees. It confirms what you can and cannot do.</p>

Section from new Tenancy Agreement	What's changed	Comments
Section 3 Tenant's Obligation	Proposed pg20 to 21, 3.58: expansion of access obligations and reduced urgency access to 24 hours' notice. Current pg16, 3.33 to 3.35: Limited provision and urgency access after 48 hours' notice.	Access Although the existing Tenancy Agreement is comprehensive in its position on requiring the tenant to give access to the landlord. The clause makes it clear that failure to grant access as the result of a court order or for the landlord to carry out emergency works will result in forced entry.
Section 3 Tenant's Obligation	Proposed pg21 to 22, 3.63 to 3.65: new clause, Failure to carry out works. Current pg14, 3.23: minor repairs, an agreement for the tenant to carry out minor repairs.	Failure to carry out works The current agreement covers tenant responsible repairs. The new clause confirms recharging for works carried out because of a tenant breaching their tenancy.
Section 4 Your Rights	Proposed pg25, 4.2: the Right of Succession. Current pg24 to 25, 4.37 and 4.39: the Right of Succession.	Succession The existing Tenancy Agreement predates the Localism Act 2012. This changed and complicated succession rights significantly. The new agreement sets out in detail succession rights, both for tenants whose tenancies began before 1 April 2012 and for those whose tenancies started on or after 1 April 2012. The new Agreement reflects how Housing Services interpret the Legislation.
Schedule 1	New Definition pg29 to 36	Definition of terms used in the document.
Schedule 2	New Services pg37 to 38	Service that may be part of service charges.
Schedule 3	New Contents pg39 to 40	Services, Equipment, structures, fitting and fixtures.
Schedule 4	Gifted items pg41 to 42	Items from the previous tenant.
Appendices	New Appendix 1, pg43; and Appendix 2, pg44.	To include photographs of your home and a plan.

Key:

pg = page number in agreement

Summary of Comments and Feedback

	Theme	Concern / Issue Raised	No. of times	Response
Most common	Pets and Wild Animals	Gaining consent and queries on existing pets	8	<p>The Neighbourhood Team have just started to work on the Pet Policy and Procedures.</p> <p>We are seeking to follow the RSPCA social housing best practice guidance which is a combination of supporting good pet management and responsible pet ownership. We are potentially seeking to have pet contracts with pet owners. This will be a formal register across the district. However, your neighbours with dogs will be required to provide more information and small caged pets will not be included.</p>
	Trees	Maintenance and responsibility. Some tenants say CCDC have planted trees that the elderly are struggling to maintain	6	<p>Please note that the maintenance of trees within gardens of Council owned properties has always been the responsibility of the tenants (see Tree Management Cannock Chase District Council) The new clause in the agreement is merely updating the tenancy agreement to be reflective of the Council's policy. However, where a tree requires removal or remedial work due to safety reasons, arrangements will be made to inspect the tree and undertake any necessary work. Trees should not be removed without written permission from the Council.</p> <p>This new clause is confirming that if a tenant is deciding to plant a tree there are factors which they will need to consider and one of the factors is future maintenance of the tree.</p>

	Theme	Concern / Issue Raised	No. of times	Response
	Fencing	Maintenance and boundaries	5	<p>The Tenancy Agreement infers that tenant should look after fencing if it is installed and this can be by general painting or using wood treatment to preserve the fencing.</p> <p>Fencing is deemed to be a demarcation of boundaries between properties, however if a tenant needs additional fencing i.e. because of pets , this can be installed subject the Council's approval</p> <p>If the fencing failures due to structural problems, is in disrepair or end of life this should be reported to Housing Repairs.</p>
	Tenancy Agreement	Difficult to understand	5	An easy read Tenancy Agreement to be produced
	Parking and Vehicles - Mobility Scooters	Queries on where mobility scooters are supposed to be parked	4	HPS to come up with a motor scooter shelter solution as part of their DFW offer for tenants.
	Debts	Some tenants believe the Council shouldn't need to know about tenant debts	3	Having a holistic understanding of tenant struggling to pay bills of their rent is important to us. It means we can offer help and assistance if required. We can target services to the tenant who need it the most and we can assist in debt management support or applying of other help. This is to avoid a tenant being evicted or living in poverty or having undue stress of financial matters.
	Succession	Queries about rights	3	Tenants all personally contacted and issues resolved
	Parking and Vehicles	Queries on if a tenant has multiple cars within their household	2	Confirmed to tenants that this would be a matter of review each situation on a case-by-case basis and it the tenancy agreement is breached
Least common	Sheds	Gaining consent	2	Referred to other Housing Service.

Consensus

Number of Tenants who said they agreed with the proposed Tenancy Agreement or did not have any further comments to make.	22
Number of Tenants who said they disagreed with the proposed Tenancy Agreement.	2
Number of Tenants who did not agree nor disagree e.g. raised questions/other queries.	40

Housing Services Improvement Plan

Committee:	Cabinet
Date of Meeting:	24 April 2025
Report of:	Head of Housing and Corporate Assets
Portfolio:	Housing and Corporate Assets

1 Purpose of Report

- 1.1 To set out the Council's Housing Services Improvement Plan for quarterly reporting to Cabinet.

2 Recommendations

- 2.1 That Members note the contents of the report and the context for producing a Housing Services Improvement Plan.
- 2.2 That Members approve the Housing Services Improvement Plan (Appendix 1) for reporting alongside the quarterly Corporate Performance Report in 2025/26.

Reasons for Recommendations

- 2.3 To enhance reporting and oversight of housing activities and proposed improvement actions.
- 2.4 To assist the Council in meeting the requirements of the Regulator of Social Housing's Consumer Standards.

3 Key Issues

- 3.1 The external Auditor's Annual Report for 2021/22 and 2022/23 first identified significant issues relating to the Housing Revenue Account (HRA) that needed to be addressed as a priority. This subsequently led to a corporate Value for Money (VfM) improvement plan covering the arising actions.
- 3.2 An external comprehensive review of the HRA was undertaken in response and identified further items that needed to be addressed. Subsequently an ICT review has been undertaken in response to the HRA review, which has also identified issues to be addressed.
- 3.3 A separate Housing Services Improvement Plan is required to address and monitor progress of the actions, aligned with the existing corporate performance monitoring arrangements.

4 Relationship to Corporate Priorities

- 4.1 This report supports the Council's Corporate Priorities as follows:
- (i) **'Responsible Council'** priority by way of being a responsible Council that lives within its means and is accountable for its actions.

- (ii) **'The Community'** priority by way of contributing to improving the housing offer across the District.

The Housing Services Improvement Plan and reporting mechanism will provide oversight of the homes and services delivered through the Housing Revenue Account (HRA) and reduces the risk that the Council does not meet the Regulator of Social Housing's consumer standards.

The Housing Services Improvement Plan provides transparency, and the Housing Board provides an increased tenant voice, which will help tenants hold us to account and allow us to better shape housing services and improve the housing offer.

5 Report Detail

Early Context

- 5.1 The Council's External Auditor's Annual Report (AAR) for 2021/22 and 2022/23 identified several significant issues relating to the Council's financial, governance and asset arrangements which need to be addressed as a priority. The AAR identified several areas of concern, one of which involved the management of the HRA and corporate assets. See section 9 (Background Papers) for the full report.
- 5.2 In response, the Council created a VfM improvement plan and progress has been reported to Members quarterly. The latest version being reported to Cabinet on 13 March 2025 for Q3 2024/25 (see background papers). Good progress continues to be made in completing the actions set out in that improvement plan. Overall, 75% of the projects have been delivered or are on schedule to be completed.
- 5.3 The key HRA Statutory Recommendations made by the AAR included:
- The appointment of a HRA Recovery Lead to support delivery of the HRA action plan - **Completed**
 - Setting up of a Housing Board to enhance oversight and governance of the improvement plan and the landlord function going forward - **Completed (Board approved and introduction meetings held)**.
 - Undertake a full Stock Condition Survey to inform investment and the programme of works - **Ongoing**
 - Revision of the 30-year HRA Business Plan - **Ongoing**
 - Review of HRA reserves to fund planned maintenance, compliance and works arising from the stock condition survey - **Ongoing**
 - A comprehensive external HRA review to be undertaken including Health & Safety (Compliance) and HRA Business Plan & Capital Investment - **Majority Completed (Business Plan and Investment work ongoing)**.
 - A full review of all records and information held to data cleanse and identify gaps/ weaknesses in the data held - **Ongoing, linked to ICT review**.

The actions relevant to the HRA which remain incomplete or ongoing are included in the Housing Services Improvement Plan attached as Appendix 1.

- 5.4 One of the specific HRA actions was to undertake a comprehensive external HRA review, including Health & Safety (Compliance) and HRA Business Plan & Capital Investment. This led to Savills being appointed as Consultants in March 2024 to undertake this comprehensive review which would assist and inform delivery of other HRA actions identified within the VfM Improvement Plan.

Savills Review

- 5.5 The Savills review looked at six themes as below, the main report at Appendix 2 includes the review report covering items 1-5, theme 6 is still ongoing and subject to a separate report.

- 1) People
- 2) Governance
- 3) Health and safety, compliance, and testing
- 4) IT and corporate systems
- 5) Review of general policies and procedures
- 6) HRA business plan and capital investment programme.

There were two outputs from the review, which included an overall report on themes 1-5 (whilst referring to theme 6) and a detailed evidence map against the outcomes and requirements of the consumer standards (Appendix 3).

- 5.6 Underpinning the first five themes was a review of the Council's performance against the Regulator of Social Housing's [Consumer Standards](#) from 1 April 2024, providing assurance where it was demonstrated that the standards were being met and recommending areas of improvement or necessary action in cases of clear or potential breach of the standards, which may need reporting to the Regulator of Social Housing (RSH) in the form of a self-referral.
- 5.7 Whilst the review made a number of recommendations, it found no major breaches or potential breaches that required reporting to the RSH. The review's findings covered all four of the Consumer Standards showing there was some evidence to demonstrate the standards were being met but there were also some areas of weakness that needed addressing and recommendations were therefore made.
- 5.8 Many of the recommendations across all of the standards relate to the need to strengthen and update our evidence base and reporting in order to show outcomes from service delivery are demonstrated and key risks are managed. There were gaps identified in key policy areas and weaknesses in data which reduced the robustness of key performance measures, the ability to manage health and safety risks and being able to understand the stock and customer base. These are addressed on the Improvement Plan, with work already completed on key policies, ICT project plans to improve data and the Stock Condition Survey and Tenant Profile survey to better understand the stock and customer base.
- 5.9 There were positives found by the review such as a clear demonstration that officers are responsive to stakeholders, particularly tenants and councillors, and that they are strongly committed to the customers and communities we serve. Opportunities were also identified to work closer with other services within the Council in which Housing Services are reliant on to assist with service delivery.

- 5.10 The review found that the Council's prospects for service delivery within the consumer standards framework was promising and with the delivery of the Improvement Plan it is expected that we will be able to fully demonstrate compliance with all four standards. Within Appendix 3 all of the recommendations have been commented upon providing an update of where these are currently at and whether the recommendation has been added to the Housing Services Improvement Plan.
- 5.11 Taken together with the review of the HRA business plan (theme 6, to be completed), the review has enabled the Council to identify the areas of weakness and establish the Housing Services Improvement Plan to put the Council in a strong position to meet the new consumer standards and deliver on the required objectives for providing social housing in the District.

ICT Review

- 5.12 In response to the fFM improvement plan, a consultant conducted an extensive review of the IT system that is used throughout Housing to assess how 'fit for purpose' the NECH housing application is for delivering housing services.
- 5.13 The review found that although there were significant issues with some of the modules, low or no controls and poor delivery played a large part in the problems experienced, rather than the application itself, with the exception of Go Mobile/Console.
- 5.14 The Go Mobile/Console application was a particular cause of concern for the Housing Repairs team and seriously impacting on service delivery. The aim was for the application to provide a planning/scheduling function and mobile device app, for Housing Repairs to manage the DLO workforce to complete responsive and planned maintenance works for tenants.
- 5.15 The Housing team and Consultant identified multiple issues with the modules which created inefficient working practices, multiple manual interventions, and insufficient business intelligence for Managers to assess performance. Improvements have been made to enable the modules to be stabilised, but it is an 'immature' product that does not meet the business requirements of the service. It is proposed that a replacement solution is procured.
- 5.16 Further work will be required with the NECH system once stock condition survey data and tenant profile information becomes available to better triangulate data for prioritisation of service delivery and risk management, as per the findings of the Savills Review.

Regulator of Social Housing and Consumer Standards

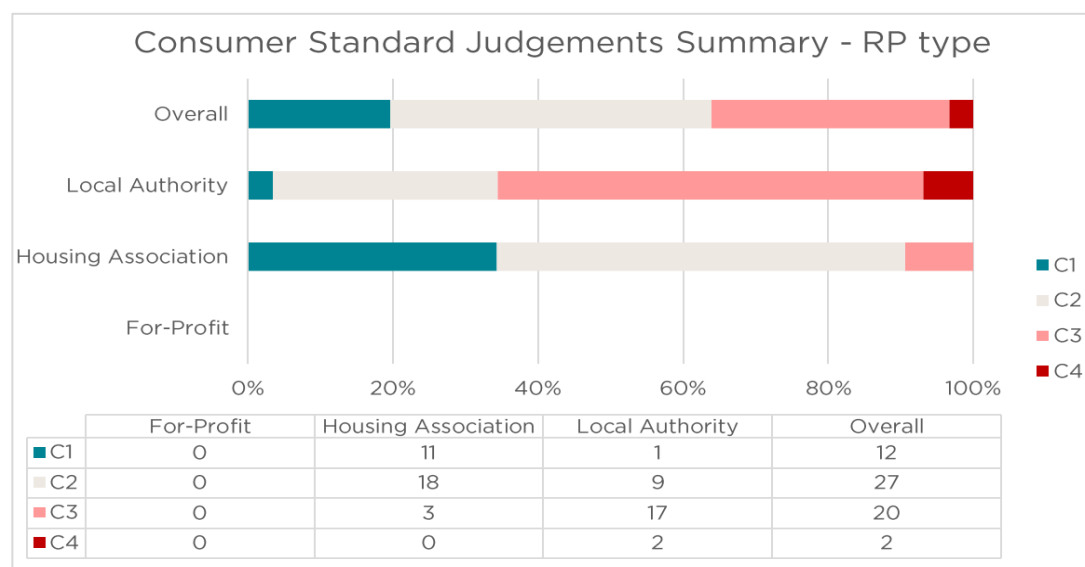
- 5.17 The Social Housing (Regulation) Act 2023 significantly enhanced the Regulator of Social Housing's role in regulating their consumer standards. The standards underpin the RSH's approach to consumer regulation of social housing providers, which aim to ensure that tenants get quality accommodation, have choice and protection, and can hold their landlords to account. In April 2024 the RSH set out its latest set of standards, available online at:
www.gov.uk/government/collections/regulatory-standards-for-landlords

- 5.18 As referred to above, the Savills review has included an evidence map / assessment against the Consumer Standards, objective by objective (Appendix 3). A previous internal self-assessment had been undertaken against an earlier version of the consumer standards (presented to Leadership Team 12th September 2023); however, the Savills assessment is valuable in determining where the Council stands in relation to demonstrating compliance with the latest set of standards.
- 5.19 The RSH carries out inspections of landlords to help form their view about how well a landlord is delivering the outcomes of some or all of the standards. Full details of how the RSH regulates can be found at: www.gov.uk/government/collections/how-we-regulate. The RSH carry out a programme of inspections of large landlords (stock over 1,000 properties). They aim to carry out a programmed inspection at least every four years, as set out in their inspection plan.
- 5.20 The programmed inspections of local authority landlords may assess how well they are delivering the outcomes of the consumer standards. However, if appropriate, they may also consider issues relating to the Rent Standard because this also applies to local authority landlords. Following completion of the RSH's internal processes, they tell the landlord the outcome of the inspection and then issue a new regulatory judgement which includes a grading. For the Consumer grades, there are four grades:

Grading	Description
C1	Judgement is that overall, the landlord is delivering the outcomes of the consumer standards. The landlord has demonstrated that it identifies when issues occur and puts plans in place to remedy and minimise recurrence.
C2	Judgement is that there are some weaknesses in the landlord delivering the outcomes of the consumer standards and improvement is needed.
C3	Judgement is that there are serious failings in the landlord delivering the outcomes of the consumer standards and significant improvement is needed.
C4	Judgement is that there are very serious failings in the landlord delivering the outcomes of the consumer standards. The landlord must make fundamental changes so that improved outcomes are delivered.

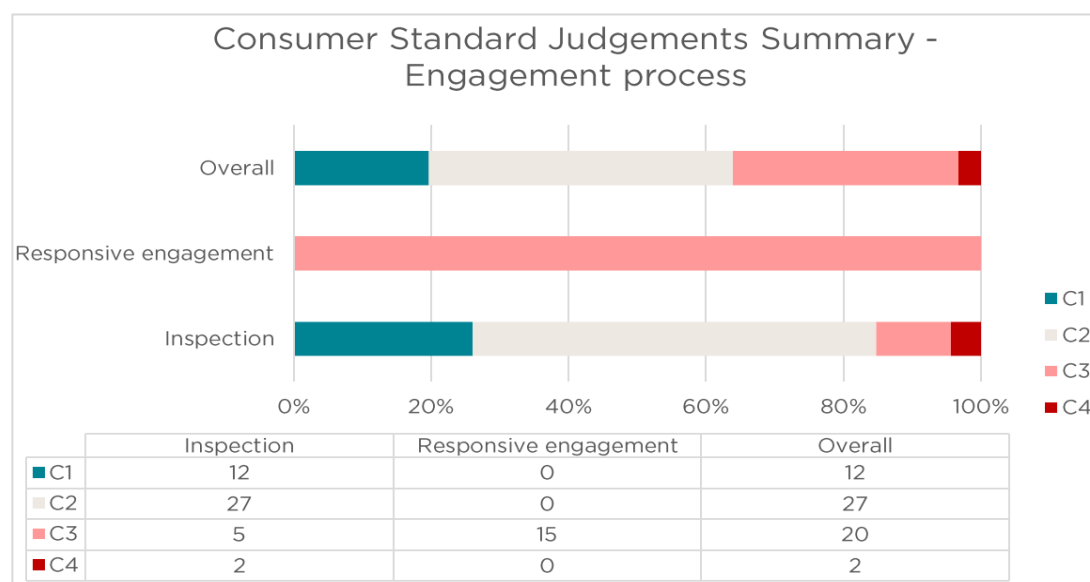
- 5.21 Judgements issued to date by the RSH have been mixed across the sector, with Housing Associations performing much better than local authorities on the whole. This is due to Housing Associations (HAs) having previously been subject to stability checks on a yearly exercise looking at their financial viability and governance, so are used to the regime now implemented for Consumer Standards, regulatory inspections, and judgements.

The majority of judgements for local authorities have been C3 and C4 grades, HAs were mainly C1 and C2 - as shown in the graph below.



Source: Savills publication on judgements as at 29 January 2025.

5.22 Registered Providers are encouraged to self-refer to the RSH if they have any concerns that they may not meet or be able to demonstrate compliance with the Consumer Standards. As a result, a number of RPs have been self-referring for inspection and having responsive engagement with the RSH. These responsive engagements have led to all C3 judgements.



Source: Savills publication on judgements as at 29 January 2025.

5.23 During late 2024 the Housing Services team held pro-active discussions with the RSH, being open and transparent on the issues being experienced and the current position at the time to see whether a self-referral was an appropriate course of action. The RSH considered the External Audit findings, the VFM improvement plan, Savills' review and the Council's early stages of a Housing Services improvement plan and detailed work plans. The RSH came to the conclusion that it would not be proportionate to take any further regulatory action at this time. However, they expect the Council to keep the RSH promptly informed of any material delays in delivery or deterioration of its position, which will be done via regular meetings.

- 5.24 The RSH noted the work that has already been undertaken as part of the Council's improvement plans. This includes actions to update the Council's stock condition data and improve assurance on Decent Homes Standard compliance. Further noted was the Council's wider response to identification of the issues raised and set out in its detailed work programme, including the implementation of a new Housing Board. The RSH noted the openness and transparency demonstrated by the Council both in bringing these issues to their attention, and in responding to their request for further information.

Housing Board

- 5.25 In response to the External Auditors report the VfM improvement plan set out the action of setting up a Housing Board to enhance oversight and governance of the improvement plan and the landlord function. The new Consumer Standards provide for a more consumer-focused regime, to ensure the voice of residents is heard and to rebalance the relationship between tenant and landlord. The establishment of a housing board will allow for tenants to be greater involved in the oversight of the delivery of the housing management and maintenance services delivered by the Council and to ensure the service is being run in line with legal and regulatory requirements.
- 5.26 The Savills review further supported the approach of establishing a Housing Board alongside a renewed resident engagement strategy framework. The Board sits at the top of the Council's [resident engagement framework](#), providing oversight and governance to the Housing Service and, where required, making recommendations to Cabinet (or delegated Officer). There are more targeted measures below it, such as the re-introduction of the Tenant Scrutiny Panel, community events, estate walkabouts and satisfaction surveys. All these measures aim to ensure tenants are involved at various levels to increase the tenant voice and help to better shape housing services and improve the housing offer.
- 5.27 Savills were further commissioned in April 2024 to support the Council to develop a housing board. Savills developed detailed proposals based on the Council's preferred Housing Board model, including providing supporting documentation for the Council's consideration. A recruitment exercise was undertaken, following which recommended Board member appointments were made to Cabinet.
- 5.28 On [30 January 2025](#) Cabinet approved the principles of the Housing Board and the appointments to it. An initiation meeting of the Board was held in February 2025 and the first formal meeting is scheduled for May 2025, with quarterly meetings programmed into the corporate democratic calendar. Meetings are scheduled before Cabinet Briefing and Cabinet in order for any recommendations of the Housing Board to flow onwards to Cabinet for approval.

Housing Services Improvement Plan

- 5.29 The Housing Services Improvement Plan (HSIP), attached as Appendix 1, pulls together all of the outstanding corporate VfM improvement plan actions, the Savills Review recommendations, as well as major ICT and other work plan actions into one all-encompassing plan.

- 5.30 Due to the volume of actions and the need to enhance reporting and oversight of housing activities and the proposed improvement recommendations, it is proposed that the HSIP is used as the basis for this and sits separately to the corporate performance report. The HSIP will still be reported in line with the corporate performance reporting schedule each quarter. Sitting separately also allows the HSIP to firstly be presented to the Housing Board for their oversight.
- 5.31 The HSIP has been split into each of the four Consumer Standards, plus a fifth section that includes cross-cutting actions which will contribute to meeting the requirements of multiple standards. This will allow clear oversight and demonstration of the recommendations for each of the standards to improve service delivery and help to provide evidence that the standards are being met.
- 5.32 Mirroring the corporate performance report, a progress update and rating will be provided each quarter. These are greyed out on the Appendix 1 version, but will be reported upon following year end 2025/26, scheduled for Cabinet on 5th June 2025.
- 5.33 In addition to the HSIP, performance will also continue to be reported against the delivery of key operational housing services in the form of Key Performance Indicators (KPIs). It is proposed these continue to sit alongside the corporate performance report, with a more detailed set presented to Housing Board for their oversight and monitoring, with reporting by exception up to Cabinet.

6 Implications

6.1 Financial

The report is not seeking any additional resources at this time, however the Improvement Plan indicates additional staffing resource which will be requested and require approval in an additional report.

6.2 Legal

Under the Housing & Regeneration Act 2008, the Regulator of Social Housing (RSH) has wide ranging enforcement powers which include but are not limited to requesting submission of performance improvement plans, enforcement notices, taking emergency remedial action, appointing persons to manage the affairs of the social housing provider and powers of suspension, removal or censure of officers. The RSH can also issue unlimited penalties for failures, including compensation to tenants.

These powers are designed to protect the safety of tenants, ensure that the Council can maintain financial viability and standards of organisational effectiveness and ultimately to retain social housing assets

A Housing Services Improvement Plan will ensure that outstanding actions are monitored on a regular basis. This measure, alongside the Corporate Performance Report, the Council's voluntary engagement with the RSH and the establishment of the Housing Board are all positive steps to ensuring that tenants and the Council's assets are protected whilst also reducing the risk of enforcement action. It is more likely that the RSH would use its powers where there has been a failure to engage or undertake self-improvement measures.

6.3 Human Resources

No immediate HR Implications are noted, however the Improvement Plan indicates additional staffing resource will be needed to support delivery of the Improvements required in the Plan (at points 26 & 27). Once job descriptions are drafted these can be evaluated in line with the Council's grading system to determine the level of financial resource required.

6.4 Risk Management

By not implementing the Housing Services Improvement Plan there is an increased risk that the Council will not be able to clearly demonstrate compliance with the consumer standards sufficiently for the RSH. Any future inspection from the RSH may result in a poor grading (C3/C4).

The RSH does have [enforcement powers](#) but they would expect registered providers to identify problems and take appropriate corrective action to resolve them. If a registered provider takes responsibility for self-improvement and the RSH concludes that it has the capacity, capability, and willingness to respond to problems, they will generally work with it to achieve the necessary corrective actions. The Housing Services Improvement Plan demonstrates the Council is taking responsibility for self-improvement.

6.5 Equalities and Diversity

The RSH's consumer standards were subject to an Equality Impact Assessment. The Council can ensure compliance by demonstrating evidence of the outcomes and expectations of the standards.

6.6 Health

N/A

6.7 Climate Change

N/A

7 Appendices

Appendix 1: Housing Services Improvement Plan

Appendix 2: Savills Review - Main Report

Appendix 3: Savills Review - Evidence Map

8 Previous Consideration

None

9 Background Papers

[Council's Response to the Auditor's Annual Report 2021/22 and 2022/23 - Audit & Governance Committee / Cabinet - 7 February 2024.](#)

[VfM Progress Report - Quarter 3 2024/25 - Cabinet - 13 March 2025.](#)

Contact Officer:	James Morgan
Telephone Number:	01543 464 381
Ward Interest:	N/A
Report Track:	Cabinet: 24/04/25
Key Decision:	No

Housing Services Improvement Plan

*For reporting Q1 2025/26 onwards

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
Safety and Quality Standard						
1.	HRA 30 Year Business Plan (VFM)	Delivery of the stock condition survey (SCS)	Head of Housing and Corporate Assets Housing Property Services (HPS) Manager	Q1 2025/26		
2.	HRA Compliance (VFM)	Regular inspections of blocks to be undertaken and reported to Housing Board and Cabinet. This includes gas safety, electrical safety, asbestos, water hygiene and fire safety. i) Appoint to new Building Safety Posts. ii) Embed inspection process and reporting.	Head of Housing and Corporate Assets HPS Manager	Q1 2025/26 Q2 2025/26		
3.	HRA 30 Year Business Plan (VFM)	Develop a rolling programme of planned improvements from SCS data and report on progress to the Housing Board.	Head of Housing and Corporate Assets HPS Manager	Q2 2025/26		

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
4.	HRA Compliance (VFM) and HRA Governance (Savills)	<p>Review/establish data governance arrangements for housing assets and resident data.</p> <p>i) A full review to be undertaken of all records and information held to data cleanse and identify gaps/ weaknesses in the data held.</p> <p>ii) An on-going reconciliation will be undertaken of the HRA asset register to the health and safety checks completed, compliance data and other inspections to ensure records all in one place (one version of the truth).</p> <p>iii) Further to ii), establish the processes in line with corporate Data Governance Policy and Data Strategy;</p> <p>iv) Ensure Housing Services performance is included in the corporate Performance Reporting Framework; and produce an accompanying Housing Services KPI definition document.</p> <p>v) Housing assets data linked to ICT Review.</p> <p>vi) Options for a new single asset register compliance system will be explored.</p>	<p>Head of Housing and Corporate Assets</p> <p>All Housing Service Managers</p>	<p>Q3 2025/26</p> <p>Ongoing</p> <p>Q3 2025/26</p> <p>Q3 2025/26</p> <p>Linked to ICT Review.</p> <p>Linked to ICT review.</p>		

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
5.	HRA Compliance (VFM)	<p>Review of existing systems and processes in the HRA and General Fund (commercial properties managed by HRA) to align them to ensure that we have a standardised approach to building safety inspections.</p> <p>i) Review and develop written procedure for existing process in the HRA, including commercial properties (HRA Shops).</p> <p>ii) Ensure NEC system holds records of information and ability to report on performance against the process.</p> <p>iii) Programme of inspections to be established and completed.</p>	<p>Head of Housing and Corporate Assets</p> <p>HPS Manager</p> <p>Corporate Assets Manager</p>	<p>Q2 2025/26</p> <p>Q2 2025/26</p> <p>Q3 2025/26</p>		
6.	HRA 30 Year Business Plan (VFM)	Full completion of the comprehensive external HRA review with HRA Business Plan & Capital Investment information, by Savills.	Head of Housing and Corporate Assets	Q2 2025/26		
7.	HRA 30 Year Business Plan (VFM)	Review of HRA reserves to fund planned maintenance, compliance and works arising from the stock condition survey.	Deputy Chief Executive (Resources) & S151 Officer	Q4 2025/26 (linked to budget setting process)		

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
8.	HRA 30 Year Business Plan (VFM)	Revision of the 30-year business plan, informed by results of the stock condition survey and housing needs assessment: <ul style="list-style-type: none"> • Business plan to be updated on a rolling basis as stock condition data increases. • Business plan review to be undertaken on a quarterly basis. • Develop and roll out training for housing staff on business plan and assumptions. 	Head of Housing and Corporate Assets Deputy Chief Executive (Resources) & S151 Officer Deputy Chief Executive (Place)	2026/27		
9.	HRA and Corporate Asset Management (VFM)	i) Develop HRA Asset Management Strategy - once SCS completed. ii) Develop an action plan to follow on from the Corporate asset management strategy already in place.	Head of Housing and Corporate Assets Corporate Assets Manager	2026/27 Q4 2025/26		
10.	Decarbonisation & Energy Performance (Corporate Priority)	i) Complete initial project - September 2025 ii) Incorporate into Capital programme of upgrade work and develop KPIs to add to performance. iii) Explore other avenues for funding to support HRA capital budgets. iv) Deliver additional decarbonisation measures if/when additional funding becomes available. v) Install measures to meet EPC C	HPS Manager Climate Change Officer	Q3 2025/26 Q3 2025/26 When available 2026/27 2029/30		

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
11.	HRA Compliance (Savills)	i) Identifying risks to tenant safety and eliminating or mitigating those risks. ii) External Third-Party independent assurance to be sought. Increase % completed.	HPS Manager	2026/27 Q4 2025/26		
Transparency, Influence and Accountability Standard						
12.	HRA Governance (VFM)	i) First formal meeting of the new Housing Board to enhance governance and oversight of delivery of housing services. ii) Report to Housing Board every quarter - performance and HSIP standing agenda items.	Deputy Chief Executive (Place) Head of Housing and Corporate Assets	Q1 2025/26 Ongoing		
13.	Policies and procedures (Savills)	Review policies and procedures – principal gaps and others where gaps identified. (Policy Tracker contains detail)	All Managers	Ongoing		
14.	Triangulating data for prioritisation or risk management to take place. (Savills)	i) Complete Tenant Profiling Exercise. <ul style="list-style-type: none"> • Finalise survey documentation. • Procure supplier and send out as Census survey. • Complete input of data ii) Complete SCS as above, (no.1) iii) Tie information altogether in NECH system.	All Service Managers	Q1 2025/26 Q2 2025/26 Q4 2025/26 Q1 2025/26 2026/27		

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
15.	Demonstrable outcomes for tenants. (Savills)	<ul style="list-style-type: none"> i) Develop an engagement tracker to record engagements and outcomes. ii) 'You said, we did' extended to website publication, alongside Newsletter and Annual Report. 	Housing Services Manager	Q2 2025/26 Q1 2025/26		
16.	Tenant Engagement (Savills)	<ul style="list-style-type: none"> i) Website consultation with tenants ii) Re-introduce Tenant Scrutiny Panel iii) Complete all Engagement Strategy actions. 	Housing Services Manager	Q2 2025/26 Q2 2025/26 Ongoing, strategy duration 2024-27.		
17.	Transparency (Savills)	<ul style="list-style-type: none"> i) Publish quarterly performance information (following consideration by Housing Board and Cabinet) for tenants to be able to scrutinize. ii) Develop scorecard for compliance/Safety and Quality Standard. iii) Explore external audit of TSM management performance information. 	Housing Services Manager	Q2 2025/26 Q3 2025/26 Q4 2025/26		
Tenancy Standard						
18.	Secure tenancy agreement. (Savills)	Review and Implement updated tenancy agreement.	Tenancy Services Manager	Q2 25/26		

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
19.	Improve empty property management	i) Deliver upon the actions within the Allocations and Voids Improvement Plan. ii) Review lettable standard. iii) Improve satisfaction with new lettings. iv) Adapted Housing Register to be developed once SCS data is fully updated and analysed.	Tenancy Services Manager Housing Maintenance Manager	Q4 2025/26 Q4 2025/26 Q1 2026/27 2026/27		
Neighbourhood and Community Standard						
20.	Safety of shared spaces (Savills)	External environment and grounds maintenance. i) Review existing contract with Grounds Maintenance Team. ii) Complete joint estate inspections, to cover: <ul style="list-style-type: none"> – Tree shrub planting and external environment – street scenes/street cleaning – Communal drying areas & euro bins and their storage. iii) Following which, work programme to be established on the priority estates (link to no. 23, already identified)	Tenancy Services Manager Streetscene Manager	Q1 2025/26 Q2 2025/26 Q3 2025/26		
21.	Safety of shared spaces (Savills)	i) Review the cleaning contract of communal areas in flatted accommodation. ii) Procure new Cleaning Contract.	Tenancy Services Manager	Q2 2025/26 Q4 2025/26		

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
22.	Safety of shared spaces (Savills)	Carfax estate improvements. i) Engagement with tenants throughout process (focus groups for design, plan consultation, agreement) ii) Hold Community Day. iii) Draw up Estate Plan.	HPS Manager Tenancy Services Manager	Ongoing Q3 2025/26 Q4 2025/26		
23.	Safety of shared spaces (Savills)	To ensure the safety of shared spaces: i) Research best practice with other providers. ii) Review and improve methods of recording and presenting outcomes of co-operative work with: -tenants, -other landlords -and relevant organisations iii) Complete audit of all areas which are not the responsibility of the Council.	Tenancy Services Manager	Q2 2025/26 Q3 2025/26 Q4 2025/26		
Cross Cutting - All Standards						
24.	Housing ICT System (Savills)	i) Undertake full IT systems review (incl. website) and develop a costed, prioritised roadmap for the housing function (further to the IT review work undertaken to date). ii) Stabilise the 'Go Mobile' system; align live and test databases. iii) Subject to resource approval, start 'Go Mobile' replacement procurement process.	Head of Housing and Corporate Assets Housing Services Manager	2026/27 Q1 2025/26 Q2 2025/26		

No.	Theme / Project	Action	Lead Officer	Timescale	*Progress Update	*Progress Rating
25.	Wider corporate services (Savills)	Establish principles (SLAs) for non-housing function services in the delivery and support of RP responsibilities and produce action plan.	Head of Housing and Corporate Assets	Q4 2025/26		
26.	Staff Resources (Savills)	Identify and recruit to additional roles required to support the Council's RP responsibilities.	Head of Housing and Corporate Assets	Ongoing (subject to resource approvals)		
27.	Staff Resources (Link to Housing ICT System, no.25) (Savills)	i) Review responsible officer for Housing ICT. ii) Identify resources required for Housing ICT and management responsibilities (links to no. 25 and 27 above)	Head of Housing and Corporate Assets	Q2 25/26 Ongoing		
28.	Assurance (Compliance with Consumer Standards)	i) Complete HQN toolkits on standards, as a self-assessment. ii) Report to Housing Board.	All Service Managers	Q4 2025/26 Q1 2026/27		
29.	Council New Build (Corporate Priority)	Completion of Aelfgar Redevelopment Scheme.	Housing Services Manager	Q1 2026/27		
30.	Development Pipeline (Corporate Priority)	i) Identify all viable development opportunities, obtain approvals and permission to spend as required. ii) Enable and deliver pipeline scheme(s).	Housing Services Manager	Q4 2025/26 Subject to approvals and resources.		

13 JUNE 2024 - FINAL

Cannock Chase Council: Housing Revenue Account Review

PREPARED FOR:



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01

Purpose, scope, methodology & outputs

Review purpose & scope

In February 2024 Savills was commissioned by Cannock Chase Council to undertake a comprehensive external review of the Housing Revenue Account (HRA) including the HRA business plan.

The review arose from the Council experiencing considerable changes in political control, the adoption of a shared service agreement with Stafford BC (a non-stock owning authority) and the restructuring of housing, landlord services management and corporate assets functions.

The HRA was also experiencing significant challenges arising from new build targets, carbon reduction ambitions and higher regulatory standards introduced by the Social Housing (Regulation) Act and other legislation.

Additionally, a recent external audit had identified some significant issues within the housing service which needed to be addressed.

This review included six themes:

1. People
2. Governance
3. Health & safety, compliance and testing
4. IT and corporate systems
5. Review of general policies and procedures
6. HRA business plan and capital investment programme.

Underpinning the first five themes was a review of the Council's performance against the Regulator of Social Housing's consumer standards from 1 April 2024, providing assurance where it could be demonstrated that the standards were being met and highlighting whether there were any clear or potential breaches of standards which may need to be self-reported to the regulator. This approach was adopted recognising the Council's accountability as a Registered Provider of Social Housing.

Taken together with the review of the HRA business plan (theme 6), this review enables the Council to establish a plan to put it in a strong position to meet the new consumer standards and deliver on its objectives for social housing within the district.



Methodology & outputs

Methodology

To undertake our review we:

- agreed the detailed scope, methodology and priorities with Council officers so that the six themes were addressed
- reviewed key documents supplied by the Council, to support our review of the first five themes and to consider the extent to which it can demonstrate that it is meeting the expected outcomes of the consumer standards in place from 1 April 2024
- reviewed information published on the Council website to supplement our understanding of the organisation, customer experience and operating context
- met with employees within the housing and other Council functions to explore how the outcomes required by the consumer standards can be evidenced, oversight of consumer standards, the role and voice of residents, future plans, the operating context and reporting mechanisms
- provided initial feedback and the opportunity to comment on our findings and recommendations before the overall report and evidence map were finalised.

An operational group of managers within the housing function and a strategic group comprising leadership team colleagues were established to act as a sounding board and oversee the project.

Outputs

There are two outputs from these elements of the review:

- an overall report (this report) which identifies our principal findings and recommendations. This covers themes 1-5 whilst also referring to theme 6
- a detailed evidence map against the required outcomes and specific expectations of the consumer standards. This includes a consumer standards policy framework (to assist with theme 5).

Outputs from the HRA business plan review (theme 6) are provided separately.



02



Regulatory context

Changing policy context

A new era of consumer standards regulation was introduced on 1 April 2004 following the passage of the Social Housing (Regulation) Act into law. This:

- Broadened the RSH's statutory responsibilities to include safety and transparency
- Gave the RSH powers to pro-actively regulate consumer standards
- Removed the 'serious detriment' threshold
- Gave the RSH new enforcement powers so that it could effectively intervene when required.

The RSH and government began developing the future approach to consumer standards following the publication of the 2020 Social Housing White Paper "The Charter for Social Housing Residents". Key measures were:

- On 1 April 2023 the Tenant Satisfaction Measures Standard was introduced
- On 29 February 2024 the RSH confirmed details of how it would regulate from 1 April 2024. This included:
 - the new consumer standards and a code of practice
 - the approach to inspections (including of local authorities)
 - Introduction of a new 'C' rating for consumer standards
 - Introduction of published regulatory judgements for local authorities, alongside those already published for other RPs.

The Housing Ombudsman's powers have also been strengthened with its complaint handling code now being on a statutory footing. There is a requirement for members to:

- Submit a self-assessment against the code to the Ombudsman
- Submit and publish an annual complaints performance and service improvement report
- Appoint a senior executive and responsible member to lead on complaints.



Consumer standards from 1 April 2024

The new standards published by the RSH are as follows:

Previous standard	New standard
Home	Safety and Quality
Tenant Involvement and Empowerment	Transparency, Influence and Accountability (includes TSMs)
Tenancy	Tenancy
Neighbourhood and Community	Neighbourhood and Community
Tenant Satisfaction Measures (TSMs)	

The new consumer ('C') gradings to be used by the RSH and in published regulatory judgements are as follows:

Grade	Description
1	Our judgement is that overall the landlord is delivering the outcomes of the consumer standards. The landlord has demonstrated that it identifies when issues occur and puts plans in place to remedy and minimise recurrence.
2	Our judgement is that there are some weaknesses in the landlord delivering the outcomes of the consumer standards and improvement is needed.
3	Our judgement is that there are serious failings in the landlord delivering the outcomes of the consumer standards and significant improvement is needed.
4	Our judgement is that there are very serious failings in the landlord delivering the outcomes of the consumer standards. The landlord must make fundamental changes so that improved outcomes are delivered.

The new standards were introduced following an extended period of development and soft consultation with stakeholders, and include direction on some areas by central government. Formal consultation ran until October 2023. The new standards differ little from those consulted on, retain much content from the existing standards, and modernise other aspects. A particularly noticeable change is the overarching emphasis on tenant-focused corporate culture and accountability. The gradings were not subject to consultation and were announced on 29 February 2024.

The RSH has consistently reiterated that RPs should have been preparing for changing consumer standards and proactive regulation of these, rather than having waited for the regulator to confirm the revised standards. In particular RPs were encouraged to think about how they will deliver good outcomes for tenants and what assurance they need to demonstrate that existing and future consumer standards requirements are met.

03

Overall findings, assurance & recommendations

Overall findings

Item No. 12.29

savills
Appendix 2

Cannock Chase Council's decision to commission this review is a positive statement of the desire to obtain an independent review of the Housing Revenue Account (HRA) and the management of its social housing stock.

The review is well timed as it enables the Council to understand how well placed it is to meet the Regulator of Social Housing's (RSH) regulatory requirements (the consumer standards) which were introduced from 1 April 2024. This is the lens through which the review has been undertaken.

It means that the review's findings and recommendations (principally covering themes 1-5) will enable Cannock Chase to:

- refocus resources on clear priorities which ensure tenants continue to live in safe and well-maintained homes and receive good quality services
- be better prepared for a regulatory inspection so that the best possible 'C' grading can be received.

Our findings are mixed: in all four consumer standards (Safety & Quality, Neighbourhood & Community, Transparency, Influence & Accountability, and Tenancy) there is some evidence to demonstrate that the standards are being met, though there are notable weaknesses too which need to be addressed.

Many of our recommendations across all standards relate to the need to strengthen and/or update the evidence base and reporting to so that outcomes from service delivery are demonstrated and key risks are managed.

There are considerable gaps in key policy areas and significant data weaknesses which reduce the robustness of key metrics, the ability to manage health & safety risks and understand its properties and customer base. The stock condition survey which is currently underway should provide an important foundation from which some of these can be addressed.

Overall customer satisfaction is 76.4% which is between below median (based on Housemark benchmarking) and means that almost one in four of residents are not happy with their landlord. Results of the remaining 11 perception-based TSMs are either just above or below the lower quartile. Intervention is required

if the Council wants to improve its TSM performance. From autumn 2024, the regulator will be using TSMs to shape its engagement with RPs and the Council needs to be ready to respond to a regulatory inspection or other enquiries.

It is important to say that there are many positives which the Council should 'bottle and keep'. Throughout the review, the people we have met with have been engaged, open, responsive, knowledgeable and keen to ensure that the consumer standards are met and can be evidenced. This bodes well for the future.

It is also clear that officers are responsive to stakeholders – especially tenants and councillors – and strongly committed to the communities they serve.

A further positive is the opportunity for the housing function to benefit from closer proximity to other functions. Closer working in areas of overlap and the use of subject matter experts (with some realignment of responsibilities) should assist the Council to meet the consumer standards.

Key to our overall assessment is the extent to which Cannock Chase understands its role and responsibilities as an RP. The Council clearly accepts these responsibilities and was already aware that current arrangements provide insufficiently robust governance and oversight. The implementation of a Housing Board is underway should go a long way to providing HRA/consumer standards oversight and scrutiny at senior leadership and elected member levels.

Our assessment and prioritised recommendations are summarised on the following pages and presented in detail in the accompanying evidence map.

Overall, Cannock Chase's prospects of working effectively within the new consumer standards framework are promising: we expect the Council to be able to demonstrate that the required outcomes of the Safety & Quality, Neighbourhood & Community, Transparency, Influence & Accountability, and Tenancy Standards are being met in full providing opportunities are taken to address known gaps and emerging priorities with renewed vigour.

Review themes and consumer regulation priorities

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Our review has provided a good insight into how Cannock Chase delivers its social housing activities.

It is important to reiterate our view that the Council's prospects for meeting the new consumer standards are promising, with a clear focus and effective use of HRA resources.

This report contains the most significant findings and recommendations from themes 1-5; detailed findings and recommendations are included in the accompanying evidence map. Theme 6 is subject to a separate report.

This document has been designed for senior officers and elected members to obtain an overview of whether the way in which the Council operates is likely to enable Cannock Chase to meet the outcomes of the new consumer standards regime introduced in April 24.

In the next section we have identified our **findings and recommendations** in relation to the following themes:

1. People (people, resources and culture)
2. Governance (governance – RP oversight and scrutiny)
4. IT and corporate systems (IT, data & digital services)
5. Review of general policies and procedures

We then identify **consumer regulation priorities** i.e. the most significant findings and recommendations from each consumer standard. These arise from the:

- Safety & Quality Standard
- Transparency, Influence & Accountability Standard.

Note that health and safety compliance (a key part of the Safety & Quality Standard) addresses theme 3 - Health & safety, compliance and testing.

We have not specifically highlighted findings and recommendations arising from the Tenancy Standard and Neighbourhood & Community Standard in this report as these are either considered to be lower priority or included in theme 6 - Review of general policies and procedures.

Review themes

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Theme 1: People, resources and culture

We have incorporated theme 1 (People) within a broader theme of people, resources and culture. This has considered the use and availability of resources (people) within the Council to deliver RP/HRA responsibilities. This includes people within the housing function and, to the extent we have been able, elsewhere in the Council. The principal lens through which this has been considered is the ability of the Council to meet the new consumer standards.

It has taken account of:

- Structures
- Capacity
- Skills
- Deployment
- Clarity of responsibilities and accountability
- Culture

An overarching conclusion from this review is that greater engagement between the housing function and other Council functions will play an important role in modernising the housing function and ensuring Cannock Chase is able to demonstrate that it is meeting the consumer standards.

Housing function

The housing function is structured and contains the roles we would expect to see in an RP of the Council's size. Leadership is through the Head of Housing and Corporate Assets who reports to the Deputy Chief Executive (Place) and sits on the Council's leadership team. This is comparable to other, similar-sized local authority RPs.

Responsibilities within the function are clear and logical, reflecting typical skillsets and experience, and are well-aligned to meet the consumer

standards. The service is stable with key people having been in post for a long time, though some interim roles within the strategic housing team exist.

Knowledge of the Council's customers and housing stock is good, though tends to be based on individual experience rather than data. Based on our interactions, key staff are technically competent and knowledgeable about the requirements of their service areas.

Invariably, roles in different organisations vary reflecting the profile of the customer-base and housing stock and Council priorities.

The housing function appears to have been changed little in recent years, though has kept pace with important sector changes such as the introduction of Tenant Satisfaction Measures (TSMs). There are numerous examples of the 'infrastructure' of housing, such as policy reviews, which have not taken place in a timely manner. The extent of work which is now due is considerable and has resulted in the housing function's plan containing 129 items to achieve in 2024/25 which is unrealistic given current resources and systems.

It is hard to gauge the reasons for this, though people we spoke to often cited a lack of resources (this was also noted in the Auditor's Annual Report 2021/22 and 2022/23). The number of posts within the function is relatively lean, though given the age of some of the tasks (e.g. tenancy agreement dating from 2009 and allocations policy not being reviewed between 2016 and 2024, despite being an internal audit recommendation in 2020/21), it is difficult to accept that this is entirely the case: relative priority and the influences on priorities are likely to play a part.

For example, more recently, TSM results have been available since August 2023 and analysis of the results has not yet been scheduled. This means that the Council has not yet understood how tenants' perceptions varies by, for example, location, tenure or protected characteristic.

Theme 1: People, resources and culture continued

Meeting the consumer standards through non-housing functions

In reviewing people, resources and culture we have considered the way in which resources outside the housing function contribute to meeting the consumer standards.

Like other local authorities, **some RP responsibilities are delivered outside the housing function.** This includes customer services (first point of contact) and the grounds maintenance service. In these situations, a clear accountability to Council tenants for service design, standards and delivery should exist and often the housing function acts as a client, overseeing a service level agreement or similar. Tenants should have the opportunity to scrutinise and hold their landlord to account for those services.

We have not seen evidence of how these services perform for Council tenants (reporting is not received by the housing function), whether they are paid for through the HRA and demonstrate value for money.

There are **other front-line services which can have a tangible impact on the Council's ability to meet the consumer standards**, especially if they are delivered in a way which is aligned to housing services and demonstrates outcomes for Council tenants. Councils, like Cannock Chase, possess a distinct advantage in comparison to housing associations who do not possess these functions.

Examples include adaptations, benefits (i.e. tenancy sustainment) and environmental health services (i.e. ASB and hate crimes) and domestic abuse support services. An important example where we have made significant recommendations relates to the corporate complaints function.

Whilst the housing function engages with these services, we recommend the Council considers how best to demonstrate how they support the Council's role as an RP and can be of greater benefit to tenants.

The third non-housing function is **Council support services.** Services such as communications, performance, IT and business improvement provide valuable technical skills, infrastructure and capacity. They are likely to become more important to modernise the housing function and meet the consumer standards. Democratic services will also play a key role in delivering the housing board.

Future resources

To meet the outcomes of the consumer standards and modernise the housing service, we consider the Council will need to expand the resources and range of skills and experience made available.

We consider it is unlikely that the existing housing function can meet those objectives within existing resources. This is accepted by the team which has also expressed a willingness to work more closely with other Council functions within Cannock Chase and through the shared services agreement with Stafford Borough Council.

This is because in key areas, such as data analysis, customer insight, business transformation and IT, the housing function does not possess those skillsets in sufficient depth.

In the **governance** section, we have recommended that greater prominence is given to RP priorities within wider Council objectives. It will be important to ensure that resources are re-set to enable corporate ambitions to be achieved.

Our initial review of the HRA business plan (theme 6) is subject to further information to be received from the Council and in particular, the outcome of stock condition surveys and discussions of how these requirements will be financed with associated potential impact on resources available for staffing changes. Subject to this, our initial review does however offer some evidence that there may be capacity to increase investment in the short to medium term to support services as well as stock improvements.

Theme 2: Governance – RP oversight & scrutiny

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Cannock Chase has a significant agenda and myriad of competing priorities to manage. The scale of social housing activity encompassed within the HRA is one of these and requires effective governance and oversight at elected member and senior officer level. This is covered in theme 2.

The level of risk has markedly increased following the passage of the Social Housing (Regulation) Act, a highly assertive Housing Ombudsman, building safety legislation and new consumer standards, including inspections by the Regulator of Social Housing. There is a good level of awareness of these changes amongst officers who are well informed and engaged. The Council's ultimate accountability as a Registered Provider (RP) due to its role as a social landlord is also acknowledged. This is different from its strategic housing role.

The Council's corporate plan 2022-2026 and priority delivery plan for 2023/24 make little reference to its RP responsibilities. Corporate KPIs are limited to four housing measures (relating to rental income, voids and emergency repairs). Each year the HRA budget is approved and the annual report for tenants is considered by the cabinet.

Monitoring of social housing activities is largely undertaken within the housing and corporate assets function, with reporting to senior leadership and elected members being limited to corporate reporting and exceptional items. This is insufficient given the level of scale and risk associated with the Council's RP responsibilities.

The Council recognises this and in February 2024 committed to introducing a Housing Board to provide the principal governance and oversight of the HRA. This arose from significant recommendations being made in the Auditor's Annual Report 2021/22 and 2022/23. The Housing Board will also be responsible for overseeing the delivery of the improvement plan arising from the auditor's review.

An early finding of this review, which we shared with the Council, is the need to strengthen governance of the HRA/RP responsibilities. Whilst the regulator will not assess governance of local authority RPs, effective governance arrangements will play a critical role in meeting the new consumer standards. A Housing Board can play an important role in achieving this and we are now assisting the Council with its introduction.

Alongside the Housing Board, other important elements in strengthening governance of the HRA/RP responsibilities can include:

- Giving greater prominence to RP priorities within wider Council objectives
- Significantly enhancing reporting of housing activities into senior leadership and elected members so that the Council knows whether it is meeting its responsibilities as an RP
- Ensuring member oversight and scrutiny arrangements are appropriate to the scale and risk of RP activities
- Identifying information required for effective oversight and scrutiny
- Ensuring clarity of roles, responsibilities and accountability
- Identifying the ways in which tenant views are taken into account and the impact of Council services on them is considered
- Considering routes for tenants to contribute to Council assurance and scrutiny - providing opportunities for tenants to scrutinise and hold their landlord to account
- Recognising non-housing functions help to meet RP responsibilities. Key areas are also delivered corporately (such as complaints and customer contact) or can have a positive impact on the outcomes for tenants if well-coordinated (such as adaptations and environmental health)
- Ensuring risk management and assurance arrangements adapt. This is likely to include obtaining third party assurance of key risk areas such as health & safety, stock condition data, regulatory returns etc.

Theme 4: IT, data & digital services

We have incorporated theme 4 (IT & corporate systems) within a broader theme of IT, data and digital services.

Cannock Chase uses the NEC (formerly Northgate) housing system alongside the Go Mobile system and a number of spreadsheets in order to manage the housing service. The NEC system is currently being updated and additional expertise from NEC has recently been brought in to assist with the changes being made.

Tenants are able to use Housing Online (a housing portal) to undertake some services such as paying their rent. The portal's functionality is useful, though relatively limited and opportunities exist to extend its functionality to other services, such as repairs reporting, tracking, diagnosis and appointments.

Officers are keen to improve ICT systems and functionality and recognise the important role it can play in helping the Council to meet the expected outcomes of the consumer standards. However, there are no clear priorities or resourced plans in place.

Currently, responsibility for housing ICT sits with the Head of Housing & Corporate Assets whereas responsibility for other Council IT systems appears to sit with the Head of Transformation & Assurance. As the level of IT expertise within the housing function does not (and is unlikely to) exist in sufficient depth, we recommend that consideration is given to moving responsibility for housing ICT to the corporate IT team. A full systems review and costed roadmap for the housing function should then be developed to provide clarity, confidence and greater assurance.

The current arrangements have also highlighted some significant weaknesses in data governance – how data is gathered, stored, processed, used and disposed of – as well as data gaps.

Within the **stock quality and decency, health and safety compliance, and repairs, maintenance and planned improvements** sections of this report we have highlighted weaknesses in data governance. During the review, we have also identified gaps in tenant data, including a large number of records being held in paper-based tenancy files and spreadsheets, with gaps in data particularly for long standing residents. The RSH expects providers to hold up to date information on tenants and use this to drive service delivery. Governance, performance management and other areas are also dependent on there being well-governed data.

Overall, the lack of robustness in the Council's data means there is doubt over the validity of key metrics, such as Decent Homes Standard and the number of homes that have an EPC rating of 'C'. There was also a significant gap in repairs reporting between October 2023 and March 2024 due to IT issues relating to closing jobs in the NEC and Go Mobile systems. The Council is also unable to undertake meaningful analysis of customer data in order to plan services and better understand the profile of its tenants.

In addition, reporting within the housing function is captured on spreadsheets. Greater automation of reporting from systems would improve robustness, reliability and enable greater granularity in reporting.

Theme 4: IT, data & digital services continued

We also recommend that data analysis skills are made available to the housing function as this will assist it to address the issues mentioned on the previous page and meet the expected outcomes of the consumer standards, for example, using data from multiple sources (stock condition, repairs and tenant interactions) to determine the frequency of property surveys and the approach to investment.

Cannock Chase may well already have robust data governance arrangements which can be applied to the housing function. If not, we recommend that these are developed as a priority to assist with data being collected as part of the stock condition survey which is currently being undertaken by Rapleys. This aims to provide the Council with reliable and up to date data on all properties by the end of 2024 (see **stock quality and decency**). Robust governance of this data will be required so that it can be protected and updated in a safe and consistent way.

We are aware that some authorities have undertaken a data maturity assessment to provide greater understanding of their approach to the data they hold and to assist with establishing a more strategic approach to data. As a local authority, the Council has access to the [Data Maturity Assessment for Government](#). We are sharing details of this framework as it is designed to assist public sector organisations to improve their approach to data.

Our initial review of the HRA business plan (theme 6) provides confidence that there is some capacity to increase resource levels in the short to medium term to support service improvement. However, it is important to note that this review has yet to reach firm conclusions and, in particular, the outcome of stock condition surveys and associated discussions of how these requirements will be funded could have a material impact on resources available for staffing or systems changes.

Theme 5: Review of general policies & procedures

Theme 5 incorporates a baseline review of all major HRA policies and procedures. Existing policies relating to the delivery of landlord responsibilities have been considered and this has been supplemented by a review of information published on the Council's website.

The broad range of policies are those which would be expected of an RP, however, it is clear that they have not been reviewed systematically or in a timely way for many years. Their format is also inconsistent. They now need reviewing promptly to ensure they reflect the new consumer standards and the Council's plans for housing services.

There are some significant gaps where policies do not exist or are out of date. Overall, this represents a concern which should be addressed as a priority. Principal gaps include:

- Complaints policy (see **complaints** section)
- Repairs policy (including recharges)
- 'Big 6' health & safety policies: gas safety, fire safety, asbestos, electrical safety, lift safety and water hygiene (legionella) (see **health & safety compliance** section)
- Disrepair policy
- Neighbourhood management policy
- ASB and hate crimes policy (the existing policy incorporates domestic abuse)
- Tenancy fraud
- Tenancy policy (or strategy).

Other policy areas where updates are required to meet the consumer

standards or to set out the Council's approach include mutual exchanges, decants and tenancy sustainment.

In all policy areas mentioned, the accompanying procedures either need to be developed or will need to be reviewed to ensure they align with the policy. This presents an opportunity to consider our detailed feedback which is included in the accompanying evidence map and provide opportunities for resident influence. Some of the procedures are particularly important, in particular, the management plans which accompany the 'Big 6' health & safety policies.

In the accompanying evidence map we have included a list of the major policies which RPs would typically have in place.

When reviewing the policies we recommend that the opportunity is taken to identify links with other Council services, for example, the areas mentioned in the **people, resources and culture** section of this report.

In addition to policies, there are other key documents which are long overdue for review. This includes the:

- secure tenancy agreement (2009) - this contains extremely out of date information. It is currently being reviewed and is anticipated to be in place in the autumn, though given the work required to draft the agreement, consider implications (for example, on policy and service design), obtain elected member approval and formally consult tenants prior to its introduction, this timeline may be ambitious
- resident involvement strategy
- service standards.

Consumer regulation priorities

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Stock quality and decency

Item No. 12.39

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Appendix 2

The regulator expects RPs to have an accurate, up to date and evidenced understanding of the condition of their homes that reliably informs their provision of good quality, well maintained and safe homes for tenants. Homes must also meet the Decent Homes Standard.

The Council's Asset Management Strategy 2022-26 provides a clear commitment to maintaining its homes, though it could be improved with the inclusion of greater content about its future priorities and investment.

The Council cannot demonstrate that it meets the stock quality and decency aspects of the Safety & Quality Standard as the 'golden thread' between up-to-date stock condition data for all homes, long term financial and investment planning and programmes of work is absent (this is similar to other local authorities). Investment planning currently focuses on the period 2023/24 to 2026/27, which is significantly less than sector norms of a 30-year profile.

Gaps in stock condition data also raise significant doubts as to accuracy of Decent Homes Standard compliance calculations to date.

An accurate position on Energy Performance Certificates (EPCs) is also unclear as there are some inconsistencies between the EPC data and reported updates and at least a third are unknown. However, the Council acknowledges that the majority of its homes do not achieve an EPC Band 'C' rating. This is important given the expectation of achieving EPC 'C' for all homes by 2030.

The current processes for, and robustness of, updating stock condition data through the in-house process, over an extended period is acknowledged as sub-optimum. Component lifecycle data is not managed accurately within a live database system – there is scope to improve on this to support and maintain up to date data from multiple workstreams.

The absence of stock condition data for all homes also creates considerable risk around identifying Housing Health & Safety Rating System (HHSRS) hazards. We acknowledge however, that efforts are well under way to

mobilise a programme of independent stock condition surveys, with an established target of 100% by December 2024. This will extend upon the recent 20% surveys which were undertaken between October 2022 and April 2023 which has helped to reduce the significant shortfall in stock condition data.

Based on the action taken in the last two years – which, also includes a self-assessment against the Safety & Quality Standard and establishing internally-delivered work programmes - there is self-awareness demonstrated of the importance of meeting the consumer standards.

Performance monitoring is considered by the operational management team and Head of Housing & Corporate Assets on a monthly and quarterly basis. There is scope to improve on existing reporting detail/content. For example, reporting on compliance with the Decent Homes Standard is insufficiently frequent, currently being limited to an annual data submission required of local authorities.

There is evidence of investment budgeting responding to changes in the operating environment, such as fire safety. However, there appears to be limited scope for budgets relating to net zero carbon, with the exception of very recent grant funding to support some retrofit work and historic installations of solar photovoltaics and thermal wall insulation.

There is no evidence of triangulating other data sources such as repairs data, complaints, resident profiles to support investment planning or for any prioritisation or risk management to take place in relation to any hazards.

We recommend:

- Establishing clear data governance arrangements for stock condition data, including identification of appropriate IT system solution and procedures for updating component data from multiple sources
- Reviewing performance measures and their audience from operational management level to senior leadership and elected members
- Reviewing and obtaining assurance about the validity of Decent Homes Standard compliance calculations to ensure accuracy.

Theme 3: Health and safety compliance

Item No. 12.40

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Appendix 2

RPs are expected to take all reasonable steps to ensure the health and safety of tenants in their homes and associated communal areas, having identified and met all legal requirements and ensuring that required actions are carried out within appropriate timescales.

The Council's approach to meeting statutory health and safety requirements requires urgent improvement as an overarching landlord compliance strategy detailing the overall framework to support its approach and to articulate governance and monitoring arrangements is not in place.

Policy coverage for the 'Big 6' is limited as there are no policies relating to fire safety, asbestos, electrical safety, lift safety and water hygiene (legionella). The gas safety policy is overdue for review. Some progress has been made recently to prepare new draft policies for fire safety and asbestos. Positively, the damp and mould policy is current and was recently reviewed.

The Council should ensure that stated content within all available policies are being delivered on - such as the commitments set out re Quality Assurance activities and suite of defined KPIs.

Procedures are significantly underdeveloped and are not currently in place in all areas - this is also important and should be promptly addressed.

A key risk (and source of frequent regulatory intervention) arises from data accuracy: Data governance requires improvement as there are no robust processes in place to reconcile the stock data to provide assurance that the total landlord requirement in each area (i.e. number of services and checks needed) are being completed. There is evidence of compliance programmes in place, though these are held separately outside of the core housing system.

There is regular reporting at an operational level (monthly) - the majority of indicators are by percentage - with clear targets set. Regular meetings are held within the management team, including head of housing and strategic assets, to discuss performance and drive forward the position of compliance.

There is scope to improve the current reporting by incorporating further detail, such as the total landlord requirement (mentioned above) and remedial works and actions for each area. Due to the limitations of the existing systems used to manage the data, the compliance team produce their own figures, there is no separation of duties, or formal validation of the reported figures.

Reporting to the senior leadership team and elected members is significantly under-developed with only gas servicing and electrical upgrades (rather than EICR position) considered by the former. Compliance KPIs are not shared with elected members. See **governance and service standards, performance and reporting** sections of this report.

Whilst works-based quality assurance and quality control is undertaken, there is a lack of independent third-party validation, with the exception of gas safety, however this area only currently achieves only low sample (i.e. 2% instead of a reasonable target of 10%).

The approach to internal audit is based on dynamic risk and this methodology is clearly understood. However, to ensure compliance risks are not excluded, we recommend incorporating these into a fixed programme over a reasonable timeframe (e.g. over 2-3 years).

The Council's strategic risk register does not currently include key risks relating to building safety in Council owned homes. This should be reviewed.

We recommend:

- A systematic review of the approach to health & safety compliance covering policy, procedures, data (including data governance), performance (reporting) and assurance should be undertaken
- Reporting incorporates information about the volume, priority and progress in addressing remedial actions arising from health & safety checks.

Repairs, maintenance and planned improvements

Item No. 12.41

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Appendix 2

The Safety & Quality Standard expects RPs to provide an effective, efficient and timely repairs, maintenance and planned improvements service covering homes and communal areas. Repair and maintenance issues should be reported easily, with clear timescales set for completion and effective communication with tenants which is informed by their needs.

There are some positive aspects to report on, however there are some key concerns regarding policy coverage and repairs data that require attention, in order to meet the repairs maintenance & planned improvements requirements of the Safety & Quality standard.

The Responsive & Void Repair & Maintenance Policy & Procedures' document is comprehensive and, references key aspects for the repairs service and void re-let standards. However, it is significantly overdue for review (2009 version). Feedback from staff confirms their intention to split out the content from its current form and prepare new policies, this work has commenced, but the majority is outstanding.

We identified similar issues with the Housing Repairs Recharge Practice & Procedure, which is dated 2008, which also requires updating.

There is no formal documentation relating to disrepair, i.e. no policy, procedures or guidance in place. Although, there is some content on 'disrepair claims' incorporated briefly within the above repairs policy.

A Housing Operational Communal Policy and supporting procedure exists which provides good legal context and details a clear stance on the Council's responsibilities in communal areas.

More positively, customer information is more current – this includes the repairs handbook (November 2021), letting standard leaflet customer service standards 2022/23 (though this document requires finalising).

Within the housing services function, a range of performance reporting has been established, featuring aspects of good practice across multiple measures, though this could be strengthened. There has however been a significant gap in repairs reporting between October 2023 and March 2024 due to IT issues.

The capital works programme is currently managed on spreadsheets. Taken together with our findings on **stock quality and decency**, this means that data integrity risks are created. An opportunity exists in the NEC IT system to establish better linkages with asset data and controlled changes.

A policy and procedure for disabled adaptations is in place and has been recently reviewed. There was also evidence of a detailed operational flow chart being prepared and it was positive to see that this includes wider considerations for internal/ external engagement. Information is provided to customers via the Council's website, which includes details of the application process and grant opportunities.

We recommend:

- An up to date repairs policy and associated procedures is developed, together with refreshed performance measures
- There is greater transparency if there are gaps in performance data or its validity is reduced -any 'work-arounds' should be clearly explained and the logic applied should be recorded to ensure auditability
- Consideration is given to embedding capital works programme data within the NEC IT system.

Tenant Satisfaction Measures

The Tenant Satisfaction Measures (TSM) standard has been in place since 1 April 2023 and RPs are required to submit their first results to the regulator by 30 June 2024. The regulator will use these results to help prioritise its engagement (including inspections) with RPs.

Cannock Chase has commissioned a third party, M.E.L, to undertake perception surveys on its behalf, covering the 12 mandatory questions. The survey results are available and have been published on the website.

The remaining 10 TSMs are generated from management information. These are not currently available and are now a priority to produce.

We recommend independent validation of the calculation of TSMs generated from management information is obtained to provide assurance that they meet regulatory requirements.

The regulator expects RPs to publish their TSM results (and how technical requirements have been met) in a way which is timely, clear and easily accessed by tenants. It also expects RPs to consider publishing some or all TSM data at a more granular level and/or on a more frequent basis, having discussed this with their tenants. Despite the TSM survey being undertaken in June/July 2023 this further analysis has not been undertaken.

It will be important for Cannock Chase to use (and demonstrate how it has used) its TSM results, alongside other customer insight to inform its priorities and improvement plans.

The Council should not underestimate the importance of ensuring good quality data is available to provide tenant and regulatory confidence and to be able to demonstrate assurance and learning from TSMs.

Service standards, performance & reporting

RPs are expected to publish service standards and understand how they are performing, demonstrating how the outcomes of their standards are being met.

Service standards are in place for some aspects of the landlord service including repairs and estate management. However, there is a lack of focus on performance and monitoring against the standards. However, colleagues are working to refresh the service standards and should incorporate mechanisms for performance monitoring. It is important that service standards are published for tenants to enable them to be able to hold the Council to account.

Monitoring and reporting of performance is primarily undertaken by the housing team. Reporting to senior leadership and elected members is limited to corporate reporting aligned to corporate priorities, specific projects and exceptional items. There is limited evidence of effective escalation processes in place. This is insufficient given the level of scale and risk associated with the Council's RP responsibilities.

The effective management of performance is dependent on well-governed accurate data, adequate analysis and sufficient IT systems. See theme 4 for further findings and recommendations in relation to the current approach to data and systems.

Complaints

The Housing Ombudsman and RSH both have clear expectations around complaints handling. The former is extremely assertive and regular media statements relating to its findings have caused significant reputational damage to RPs. Cannock Chase has been subject to investigations by the Housing Ombudsman so will be aware of the risk.

The complaints approach and procedure for the Council as a whole is provided on the website. Currently there is a Council-wide complaints page and a separate housing complaints page. Whilst complaints can be made via both routes, it is confusing and would benefit from greater alignment.

The Council should consider the approach to complaints handling and **review the existing policy** in accordance with the Housing Ombudsman's complaint handling code and publish this on its website. **The Council should consider whether the corporate policy is updated in line with the Housing Ombudsman's requirements or whether a complaints policy specifically for housing services is produced.**

A self-assessment against the Housing Ombudsman's complaint handling code for 2023/24 is provided on the website. This now needs updating as a priority to reflect the requirements of the new code from 1 April 2024 which is now statutory.

There are several other areas where the Council's approach does not comply with the code. These include:

- The definition of a complaint
- The inclusion of an informal resolution stage
- Extended timescales for resolution not specified
- Complaints at stage 1 and 2 are considered by the same senior colleague.

Central to the new complaint handling code is learning from complaints. By 30 June 2024, all RPs are required to submit an annual complaints performance & service improvement report to the Ombudsman together with the governing body's response. This must also be published on the website.

We understand this report is being developed and officers are also working to strengthen the approach to embedding learning from complaints, including developing a dedicated webpage.

We recommend that the Council's approach to handling landlord service complaints is reviewed and strengthened to ensure that the expectations of the Housing Ombudsman's complaint handling code from 1 April 2024 are met.

Note that the Local Government Ombudsman version of the complaint handling code is not mandatory and is superseded by the Housing Ombudsman's requirements in relation to housing services.

Resident engagement

A core element of the consumer standards (and a regulatory priority) is to ensure that there is an effective tenant voice and resident engagement framework.

Cannock Chase is required to:

- Demonstrate that the views, needs and experiences of all tenants are heard in the design and delivery of services and in important decisions which may affect them
- Be accountable, for example, publishing information about service standards and performance including complaints, showing how their views have influenced decisions etc
- Provide tenants with the opportunity to scrutinise and hold their landlord to account
- Consult tenants on matters which may affect them.

Cannock Chase can demonstrate a relatively large amount of informal community-based engagement, clearly having strong links with residents. However, the Council is unable to demonstrate the effectiveness and impact of formal engagement including opportunities for scrutiny and influence.

Work is currently underway to strengthen the approach with the proposed introduction of a Housing Board and Housing Improvement Panel to increase the level of influence and scrutiny received from residents. This is to be co-designed with residents and external advice.

The **resident involvement strategy** is out of date, having expired in 2020. This is currently being updated in line with the proposed implementation of the Housing Board and Housing Improvement Panel.

The Council should work at pace to implement the formal engagement structure so that there are meaningful opportunities for tenants to help influence its priorities and co-create strategies.

Other regulatory priorities

The regulator will expect comprehensive oversight of consumer standards compliance across the organisation with a focus on outcomes for tenants.

Cannock Chase should continue to build its self-assessment and capture evidence of tenant outcomes, being able to report these by different customer segment, protected characteristics, location etc.

During consumer regulation inspections, we anticipate that the regulator is also likely to focus on priority areas including the handling of **anti-social behaviour, management of domestic abuse and maintenance of communal areas** alongside tenant engagement and complaint handling, both already mentioned in this report. In each of these areas the regulator will be seeking assurance and evidence that the outcomes for residents are being delivered.

Within the accompanying evidence map we have identified the extent to which the Council is currently able to demonstrate that it is meeting the consumer standards in these areas.

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FINAL - MAY 2024

Cannock Chase Council Consumer Standards Review: Evidence Map

PREPARED FOR:



Safety and Quality Standard

1.1 Stock quality

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Update - Feb 2025
1.1.1	Registered providers must have an accurate, up to date and evidenced understanding of the condition of their homes that reliably informs their provision of good quality, well maintained and safe homes for tenants	2.1.1 Registered providers must have an accurate record at an individual property level of the condition of their homes, based on a physical assessment of all homes and keep this up to date	<p>9 – Sufficiently detailed understanding of the condition of homes at an individual property level is vital – accurate and up to date records.</p> <p>10 - Regular physical assessments of the inside and the outside of homes take place. Assess whether homes are:</p> <ul style="list-style-type: none"> safe and free from serious hazards kept in good repair meet relevant standards prescribed in law. <p>11 - Homes are assessed frequently enough and in sufficient depth to maintain their assurance on their quality and safety.</p> <p>12 - Information from a range of relevant sources such as repairs, complaints, health and safety assessments and energy performance certificate (EPC) data is used to maintain a rounded view of condition.</p> <p>13 – The different opportunities are</p>	<p>The Asset Management Strategy for 22-26 includes Corporate Priorities and clear Vision Statement – a clear commitment to maintaining the condition of its homes.</p> <p>We acknowledge that efforts are under way by instruction given for independent Stock Condition Surveys – established target 100% by December 2024. Most recent SCS data obtained in 2023 - SCS Report by Rapleys confirms approx. 20% of stock targeted between Oct 22 and April 23- of which 758 (72% of 1,051) dwelling surveys and 75 (100%) Block surveys were completed - to address significant shortfall in SCS data. Therefore, self-awareness demonstrated of the importance of this issue.</p> <p>Self-Assessment against RSH Safety and Quality Standard previously undertaken, and planned improvements demonstrate via current internal Work Programme 24-25 (and former 23-24 copy) showing strong self-awareness of current issues and challenges.</p> <p>Evidence of performance monitoring for operational management team and Head of Service level, including:</p> <p>i) Monthly Performance Indicator – reporting to Management-level, includes Target to Date and Total Completed per month for Kitchens, Bathrooms, Externals.</p> <p>ii) Quarterly Performance Analysis – reporting to Head of Service</p>	<p>Improvements for the area of Stock Condition/Quality (Decency) and Investment clearly split into 4 main areas – (i) Asset Management Strategy (ii) Stock Condition Data and (iii) Reporting and (iv) Access procedures.</p> <p>Asset Management Strategy lacks in specifics re future priorities and approach to Investment – the Strategy raises key issues that require addressing, such as the asset management database but lacks relevant key actions to improve on this.</p> <p>Significant concerns evident re Cannock’s (in)ability to demonstrate the ‘Golden Thread’ linkage between up-to-date Stock Condition Data (SCD), its use to formulate Investment Programmes consistent with articulated Asset Management Priorities and their inclusion within associated 30 Year Financial Business Planning.</p> <p>Information provided centres only upon a 3-Year Investment Planning Window (23-24 to 26-27), with no visibility of an accurate 30 Year Profile (though existing Asset Management Strategy references active use, maintenance of a 30 Year Model).</p> <p>An accurate position on EPCs is unclear, there are some inconsistencies between the EPC data and reported updates (i.e. previously stating that majority achieves 50% up to Band C). However, the most recent update on the Council-owned Action Plan 16th May 2024, indicates 60% below</p>	<p>Asset Management Strategy for Housing will be developed once stock condition data is fully available. HSIP Action 9</p> <p>Once SCS data is in place this will improve. Part of the IT improvement plan, updating both the planned maintenance module and the asset management module. HSIP Action 1</p> <p>Once SCS data received, work on 30 year business plan will commence. HSIP Action 8</p> <p>AMS will determine where EPC data is picked up from (currently in Elmhurst and NEC systems)</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Update - Feb 2025
			<p>considered where the inside of a home can be assessed e.g. gas safety checks. Where access is needed, all reasonable steps to access homes are taken.</p> <p>14 - The condition of homes is understood in the context of the needs of individual tenants living in them and potential risks to tenants – ensure they act investment and repair requirements in a timely manner.</p>	<p>reports on volumes and increase/ decrease by percentage – for Kitchens, Bathrooms, Externals, Electrical upgrades.</p>	<p>Band C, commentary within this report also states that one in three homes do not have an EPC available. A recent dataset provided for our review indicated 49% of properties were categorised as “unknown”.</p> <p>There is scope to improve on existing performance reporting detail/ content and audience (such as monitoring VFM). – and reporting to Cabinet (scorecard). Decency performance reporting is also limited to only the LA submission once a year – recommend increasing visibility/ frequency (i.e. incorporate into quarterly monthly performance).</p> <p>No written procedures for gaining access to customers’ homes, to demonstrate all reasonable steps taken to complete different types of work – currently only outlined within the draft Gas Access Procedure for Gas Servicing.</p>	<p>When data is available, Scorecard can be developed and presented online for tenants. Report to Housing Board once established. HSIP Action 17</p> <p>We comply, there is a no access gas procedure that covers all services.</p>
		<p>2.1.2 Registered providers must use data from across their records on stock condition to inform their provision of good quality, well maintained and safe homes for tenants including:</p> <p>a) compliance with health and safety legal requirements</p> <p>b) compliance with the Decent Homes Standard</p> <p>c) delivery of repairs, maintenance and planned improvements to homes, and</p>		<p>During all meetings, individuals were open to the process and showed self-awareness of current issues and the challenges.</p>	<p>Current processes for, robustness of, updating SCD in-house process, over extended period acknowledged as sub-optimum. Life cycles are managed within spreadsheets, updated following Planned Works – lacking concise linkage to other works undertaken in property e.g. via Repairs or Voids.</p> <p>CCDC do not appear to use the data re tenants/ vulnerabilities, from complaints, reports from repairs, etc. to help inform Investment Programme/ Plans. There is no evidence of triangulating data for prioritisation or risk management to take place.</p>	<p>Applies to our phased approach. Resolved once all data in one place.</p> <p>Data, and analysis, is produced for complaints, so can data gathered from surveys. Programme will be developed considering these, once SCD fully available. HSIP Action 14</p> <p>We have Alert policy- NEC, Alert, social alarm, grass cutting, and reports are produced.</p>

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Appendix 3

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Update - Feb 2025
		d) allocating homes that are designed or adapted to meet specific needs appropriately				NEC capabilities need to be explored to provide interface between Repairs (Minor works, Voids etc) and accessibility for colleagues to view and update information from works orders. Look at report proforma's.

1.2 Decency

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.2.1	Registered providers must ensure that tenants' homes meet the standard set out in section five of the Government's Decent Homes Guidance and continue to maintain their homes to at least this standard unless exempted by the regulator.		<p>15 - Requirement to meet section five of the Government's Decent Homes Guidance, including being free of Category 1 Hazards.</p> <p>16 - Understanding of the conditions of homes includes all criteria of the Decent Homes Standard.</p> <p>Plans should result in all criteria of the Decent Homes Standard being met.</p> <p>17 - If a period of non-compliance has been agreed with the regulator, all health and safety legal requirements should be met.</p> <p>Communication of non-compliance with Decent Homes Standard with tenants. Including implications.</p>	<p>It is confirmed that as part of the fast-tracked SCS programme this year, the Surveys will pick up on any Housing Health and Safety Rating System (HHSRS) hazards/ issues – any issues identified will be logged, recorded and monitored through to completion.</p> <p>At the Cabinet Committee January 2024 – evidence of Capital Programme budgets presented for 2023-24 to 2026-27 – includes improvements to home, i.e. kitchens, bathrooms, central heating etc.</p>	<p>Above position re SCD raises doubts as to basis/accuracy for Decent Homes Standard compliance calculations. For example, LA annual submission (2022 and 2023) indicating 0% properties in the Stock non-decent, however, based on the significant gaps in accurate data - and also Rapleys' Stock Condition Report (June 2023) indicating 3.1% of the surveyed stock is non-decent – reporting with accuracy is expected following this year's SCS survey programme i.e. precise position expected Dec 2024.</p> <p>Some evidence of Investment budgeting picking up on changes in the landscape i.e., Fire Safety. However, there appears to be limited scope for work relating to Zero Carbon, with the exception of very recent grant funding for retrofit work for carbon reduction.</p> <p>Letting Standard and website references Decent Homes, however communication of its importance could be further improved.</p>	<p>Accuracy to improve with SCS data.</p> <p>In excess of 350 solar panels fitted to stock. Proposed Aelfgar development to be built to future homes standard. Battery storage system installed. Thermal wall insulation via eco funding to in excess of 550 properties. Decarbonisation project work. HSIP Action 10</p> <p>Website updated with further information.</p>

1.3 Health and safety

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.3.1	When acting as landlords, registered providers must take all reasonable steps to ensure the health and safety of tenants in their homes and associated communal areas.	2.2.1 Registered providers must identify and meet all legal requirements that relate to the health and safety of tenants in their homes and communal areas.	<p>18 - Registered providers must ensure they understand and meet all applicable health and safety legal requirements, including secondary legislation (e.g. gas safety, fire safety, electrical safety, water safety, lift safety, asbestos safety, smoke alarms and carbon monoxide) and relating to the role of the health and safety lead.</p> <p>19 - Sufficient assurance needed for meeting the H&S requirements, which reflects the level of potential risk and impact on tenants. and have a full understanding of what the data is telling them about how safe tenants are, the effectiveness of controls in place and how tenants' needs are being met.</p> <p>20 - Where a third party has legal responsibility for tenants' homes and/or communal areas, they are held to account.</p>	<p>Clear that activities (Services/Inspections/Risk Assessments) are taking place across the 'Big 6' requirement areas – with respective roles and responsibilities clear within the Housing & Corporate Assets Structure.</p> <p>Some relevant Policy coverage including Damp and Mould Policy and Gas Policy and some work in-progress (Fire and Asbestos).</p>	<p>To further enhance the Building Safety and Landlord Compliance framework there are 5 main areas – (i) Policies & Procedures, (ii) Data, (iii) Monitoring & Reporting, (iv) Assurance, and (v) Resourcing:</p> <p>No overarching Landlord Compliance Strategy in place detailing the overall framework adopted by CCDC</p> <p>Policy – Policy coverage for the 'Big 7' is limited. No Policy for Fire Safety, Asbestos, Electrical Safety, Lift Safety, Water Hygiene (Legionella), although informed by staff that Fire Policy and Asbestos Policy are drafted and near completion – furthermore;</p> <ul style="list-style-type: none"> Existing Gas Policy overdue for review (due Oct 23), requires updating with current legislation – also scope to improve current document structure. Damp and Mould Policy – current and under review for 31st March 2024 (informed on target for signing off) – CCDC should ensure stated content is being delivered on (e.g. commitment to QA and KPIs). Procedure/ Process position particularly under-developed - only Asbestos Management Plan (in draft) and Gas Access Procedure (pending approval). 	<p>CCDC Response</p> <p>We have building safety policy in place but not an overarching strategy needs adding to improvement plan</p> <p>New policies completed for the 'big 7'. HSIP Action 13</p> <p>Done.</p> <p>Policy done. KPI's and QA are reviewed..</p> <p>Gas access completed, appended to Policy. Asbestos Management Plan just needs Management sign off.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		2.2.2 Registered providers must ensure that all required actions arising from legally required health and safety assessments are carried out within appropriate timescales.	21 - All required actions to be carried out as soon as possible, considering statutory timescales and potential risk to tenants. Remedial actions are carried out within appropriate timescales	Feedback indicates steps being taken to introduce a new "logbook" style monitoring system to track all routine checks.	<p>Data - Data Governance/ Management/ Control – the approach at CCDC is under-developed - We would expect to see key documentation in place such as Data Governance Manual/ Protocol, linked to a formalised Data Change Request Process, as well as detailed KPI Definitions (rules/ logic applied) etc.</p> <p>Compliance Attributes are not held in the Master Core Housing System (NEC) – only Gas and EICR modules. We recommend capturing where risk is present – or not – for all assets via a Binary "YES" / "NO" / "YES – Third Party" against all in-scope UPRNs.</p> <p>There is also a lack of documented data reconciliation/validation routines – between Landlord Compliance Datasets and Master Core Housing system – most compliance areas are managed in spreadsheets (therefore increased risk of error).</p>	<p>Performance Reporting Framework and a Data Strategy to be produced. HSIP Action 4.</p> <p>KPI definitions being added to performance spreadsheet as additional sheet (ensures all in one place).</p> <p>Working on binary, contained within IT project plan. HSIP Action 24.</p> <p>Follow up meeting with Savills compliance expert and NEC users held.</p> <p>Within IT Project Plan. HSIP Action 24.</p>
		2.2.3 Registered providers must ensure that the safety of tenants is considered in the design and delivery of landlord services and take reasonable steps to mitigate any identified risks to tenants.	22 - A proactive approach is taken to identifying risks to tenant safety and eliminating or mitigating those risks.	<p>Regular Operational meetings are held with Managers and Head of Housing & Corporate Assets – to discuss ongoing challenges and position of compliance.</p> <p>As well as, Regular monthly reporting at operational-level. Includes 6 of the 'Big 7' (Damp excluded). Strong position of compliance - majority maintained at 100%.</p> <p>New Risk Management Framework developed - pending approval – existing approach adopted incorporates consideration for audit-priorities and application of various risk factors.</p>	<p>Monitoring and Reporting – scope to improve the existing monthly reporting by:</p> <ul style="list-style-type: none"> (i) ensuring the Total Landlord Requirement (TLR) is always stated for all hazard/risk areas re volume of Services/Inspections/Risk Assessments required as well as %-based reporting – this creates a point of accountability/visibility re changes in this resulting from additions/deletions/amendments to the Housing Stock and/or its Landlord Compliance requirements (ii) ensuring that Remedial Works/Actions resulting from initial Services/Inspections/Risk Assessments 	<p>Will ensure incorporated in performance for 25/26.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
				<p>Evidence of internal audits undertaken include coverage of: Fire, Electric, Gas, Water (2020), Fire and Electric (2024).</p> <p>Evidence of External Third-Party independent assurance for Gas Safety – although results are issued to the Manager and not featured in the formal monthly reporting. Third Party QA is not consistently in place for other risk areas.</p>	<p>for all of the Landlord Compliance hazard/risk areas are reported – e.g. Fire Risk Assessment Actions, EICR C1 (Immediately Dangerous) and C2 (Potentially Dangerous) have been completed.</p> <p>(iii) ensure Policy commitments are aligned to KPI reporting. Damp and Mould Policy outlines performance indicators which is not reported upon.</p> <p>(iv) establish separation of duties for independent reporting of Compliance KPIs – current approach involves submission of own figures (“marking own homework”) with no formal validation of the reported figures.</p> <p>Higher level Monitoring and Reporting is significantly under-developed with Performance/Service Delivery across ‘Big 7’ still aligned to the “old world” (Audit Commission-era) position of only Gas Servicing presented at a Senior Management as an indicator of resident Health and Safety, with the addition of Electrical Upgrades (rather than EICR position), with none of the other activity/risk areas featuring with any consistent, routine upward reporting. Furthermore, Compliance KPIs are not shared at Cabinet/ Committee level. Recommend proposing visibility of the ‘Big 7’ - consider Scorecard type reporting.</p> <p>Assurance - operational level checks undertaken however weakness for Independent Third-Party Assurance i.e. Gas only low percentage achieved i.e. 2% instead of a reasonable target of 10%.</p> <p>Approach to Internal Audits is based on dynamic risk – this methodology is clearly</p>	<p>Add to indicators for capturing in 25/26.</p> <p>Added to KPI collection.</p> <p>Increasing third party validation percentage, to nearer 10%. HSIP Action 11.</p> <p>Scorecard to be developed and presented as required. HSIP Action 17.</p> <p>As above, increasing third party validation percentage. HSIP Action 11.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
					<p>understood. However, to ensure Statutory compliance risk are not excluded, we recommend establishing a fixed programme for Compliance Audits to ensure 'Big 7' is featured over a reasonable timeframe (e.g. minimum 2 or 3 per year over 2/3 year programme)</p> <p>Missed opportunity within the CCDC Strategic Risk Register (September 2023) to consider Housing Services key risks including Building Safety.</p> <p>Resource – a competency register should be formalised for internal staff, consider broader training requirements beyond Technical knowledge, in particular Contract Management.</p> <p>Feedback from operational staff, indicates the staffing structure for compliance works well at present, particularly following the most recent stages– however resources may need to be reviewed again in near future, considering the likelihood of new requirements – expected to emerge following the development of policy and procedural framework.</p>	<p>Work with Corporate Internal Audit and Risk team to include in future programme.</p> <p>Flagged with Corporate Internal Audit and Risk team to include in future.</p> <p>Ironically a lack of resources means this hasn't been progressed. Additional support from HR services could assist.</p> <p>Further resources agreed to increase capacity in Compliance team. HSIP Action 26.</p>

1.4 Repairs, maintenance and planned improvements

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.4.1	Registered providers must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.	2.3.1 Registered providers must enable repairs and maintenance issues to be reported easily.	<p>23 - Deliver an effective, efficient and timely repairs maintenance and planned improvement service</p> <p>Coordinate with all parties involved to ensure work is completed in set timescales, in as few visits as possible and is fit for purpose.</p> <p>Have in place and comply with effective policies, procedures and processes in relation to repairs, maintenance and planned improvements that take into account tenants' views and diverse needs.</p>	<p>Housing Structure Chart – demonstrates allocation of responsibilities for this service area – feedback from staff also confirms clear understanding of remit.</p> <p>Responsive & Void Repair & Maintenance Policy & Procedures – although out of date, comprehensive document, references key aspects for the repairs service and void re-let standards.</p> <p>A clear and detailed Repairs Handbook (Nov 21) – published for customers. Clearly outlines communication methods, priority timescales and responsibilities. Also, notably very detailed re diagnostic assistance to tenants on key repairs.</p> <p>A clear, detailed Letting Standard leaflet is made available which establishes clear expectations for the customer including reference to key information provided re maintenance of the home.</p>	<p>Improvements for the area of Repairs, maintenance and planned improvements is clearly split into 3 main areas – (i) R&M Policy (ii) Data and (iii) Performance</p> <ul style="list-style-type: none"> • 'Responsive & Void Repair & Maintenance Policy & Procedures' document significantly overdue for review (2009 version). Staff confirm intention to split content and prepare new Policies. Overall content requires updating to reflect current practice and service standards. • Similarly issues re the Housing Repairs Recharge Practice & Procedure, dated 2008 – also required updating to reflect current practice. • There was no evidence of Disrepair – Policy, Procedures or Guidance in place. Noted that 'Disrepair claims' is incorporated briefly in the above Repair Policy. • A range of Service KPIs are provided in Monthly Performance Indicator Report, including Targets. There has been a significant gap in Repairs reporting between Oct 2023 and March 2024 due to IT issues (NEC and Go Mobile re closing jobs). Recent publication of figures for April 2024 included backdated performance data – we recommend that any ongoing concern re the accuracy of this data, to establish 'work-around' should be clearly explained – including a record of the logic applied. 	<p>Policies drafted, procedures to be developed following policy approval. HSIP Action 13.</p> <p>HSIP Action 13.</p> <p>Picked up in above.</p> <p>October to March was updated, based on factual figures known. Record of logic captured.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>2.3.2 Registered providers must set timescales for the completion of repairs, maintenance and planned improvements, clearly communicate them to tenants and take appropriate steps to deliver to them.</p> <p>2.3.3 Registered providers must keep tenants informed about repairs, maintenance and planned improvements to their homes with clear and timely communication.</p>	<p>24 - Communicate promptly with tenants about repairs, maintenance and planned improvements and keep regularly updated on progress and how they are resolving any issues.</p>	<p>A range KPI and MPI reporting established – format includes both service delivery and repair average costs.</p> <p>Disrepair costs also monitored at property level and established a yearly total spend.</p> <p>Customer Satisfaction levels are monitored monthly with a Quarterly Average. Indication of exceeding target (of 80%) for Q1 & Q2 2023-24 in Monthly Report. Drop in Satisfaction thereafter is explained in Q3 Performance Analysis Report.</p> <p>Until Oct 2023, average time taken to complete all repairs (calendar days) well within target i.e. 12.52 days (target 14 days).</p> <p>Average Re-let times for Void dwellings is performing well, ahead of target i.e. 24.10 working days) at the end of Q3.</p>	<p>Customer Service Standards are defined for CCDC – “CCDC Customer Service Standards 2022/2023” –this document requires finalising/ updating and confirmation that all aspects are embedded through to Customer Service Centre/ website etc.</p> <p>‘Right First Time’ aspect is not specifically targeted as a Service Standard and as a result not measured via specific KPI.</p> <p>Total job volume also not included as indicator or indicating job status (such as jobs held) – even more so particularly important to detail/ demonstrate control of the current backlog and indication of risk profile.</p> <p>As stated above, performance issues currently exist with Average Time Taken to complete repairs i.e. All Repairs Q4 17.25 days (Target is 14.00) and Non-Urgent Repairs Q4 15.44 (Target is 13.00).</p> <p>Current measure for repairs customer satisfaction should be updated to include target for 2023/24 and correct the Running Total (refresh embedded formulas).</p> <p>Void performance is explained well in Quarterly Performance Analysis, however the position is not included in the Monthly Reports.</p> <p>Capital Works Programme is not currently embedded in NEC – instead managed on spreadsheet outside of the system – therefore increased risk for data integrity. Opportunity exists in NEC to establish better linkage with asset data and controlled changes.</p>	<p>Not Housing-led, Housing have now produced own service standards.</p> <p>Use of Housemark definition of RFT can be used. However, the call centre take calls and log additional jobs, so calculating RFT is difficult.</p> <p>Suite of KPI’s in development with NECH consultants that will identify current status with: -</p> <ul style="list-style-type: none"> • Orders raised • Orders closed • Orders ‘live’ <p>It is understood that with the ongoing IT issues and difficulties controlling orders, this has impacted the efficiency of the repair service.</p> <p>Done.</p> <p>They sit together, more commentary could be added to monthly spreadsheet. No other area has monthly commentary. Position not always clear from one month of data.</p> <p>Capital Works programme data to be added in early 25/26. Incorporated in IT improvement plan. Also requirement to resource system admin team appropriately and also dependent on new data officer post to maintain data in system.</p>

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Appendix 3

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>2.3.4 Registered providers must understand and fulfil their maintenance responsibilities in respect of communal areas.</p> <p>2.3.5 Registered providers must ensure that the delivery of repairs, maintenance and planned improvements to homes and communal areas is informed by the needs of tenants and provides value for money</p>	<p>25 - Where a third party manages a communal area, ensure that the communal area is well-maintained, and hold the third party to account if it is not.</p>		<p>Housing Operational Communal Policy, working draft content provides good legal context and details clear stance on key requirements / responsibilities in communal areas however requires completing and embedding.</p> <p>Ensure identification of 3rd Party requirements to indicate legal responsibilities by others, in tenants' homes, and/ or communal areas, in order to be held to account. As mentioned in H&S section above -</p>	<p>Policy and procedure were not draft, they were final.</p> <p>As per previous comment above, validation to increase. HSIP Action 11.</p>

1.5 Adaptations

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.5.1	Registered providers must assist tenants seeking housing adaptations to access appropriate services.	<p>2.4.1 Registered providers must clearly communicate to tenants and relevant organisations how they will assist tenants seeking housing adaptations services.</p> <p>2.4.2 Registered providers must co-operate with tenants, appropriate local authority departments and other relevant organisations so that a housing adaptations service is available to tenants where appropriate.</p>	<p>26 - Have a process in place to assist tenants in need of housing adaptations, which must be communicated to tenants.</p> <p>Inform tenants about application process and local variations.</p> <p>27 - Where housing adaptations service is provided by a third party, the registered provider should not unreasonably withhold permission for a housing adaptation to be installed in a tenant's home.</p> <p>Providers should not unreasonably refuse a tenant's request for a housing adaptation.</p> <p>Alternative measures should be considered to offer to support the affected tenant in the case of refusal.</p>	<p>Policy and Procedure for the Delivery of Disabled Facilities Grant Works and Other Adaptations To Council Owned Dwellings – in place recently reviewed and pending approval.</p> <p>Also, evidence of a detailed Adaptations Operational Flow Chart (currently in draft), includes wider considerations for internal/ external engagement.</p> <p>Council website provides key information to tenants in regards to Home Adaptations and Aids for Disabled People – includes application process and grant opportunities.</p> <p>Secure Tenancy Agreement – confirms arrangements for Adaptations.</p> <p>Consultation is carried out throughout the process – from initial OT assessment and design approval to surveyor sign-off with customer.</p>	<p>Further more detailed operational process for adaptations required – there is indication of work in progress, flow chart requires finalising and embedded with appropriate briefing for staff (wider teams) regarding their input to ensure support for customers.</p> <p>Review the detail within new Repairs Policy (pending completion) regarding Adaptations – cross refer to specific policy/ procedures for adaptation.</p> <p>Data is accessible re Adaptations updated in Master Core Housing System (components recorded as “Elements”) majority of information managed in SharePoint –there is scope to explore further opportunities to integrate adaptation data/ reports.</p>	<p>Process review (following learning from initial process changes) is underway - to streamline and improve inter team working, liaison with external agencies and improved customer information</p> <p>In progress as part of policy review and restructure of team. Identified additional issues relating to the process followed by Adaptations team.</p> <p>Stock condition survey dependent. Elements already recorded in system. The opportunity depends upon adaptation policy review and reliance on NEC planned maintenance module becoming usable.</p>

Transparency, Influence and Accountability Standard

1.1 Fairness and respect

1.2 Diverse needs

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.1.1	Registered providers must treat tenants and prospective tenants with fairness and respect.		29 - Tenants and prospective tenants are treated with fairness and respect	In 2023 75.5% of TSM respondents felt they were treated with fairness and respect by CCDC. The TSM survey was carried out by a third party, m.e.l. research.	The current TSM results are below lower quartile benchmarking data.	MEL were commissioned again to deliver the perception survey for 2024/25 - completed July/August, maintained performance at 76%. Not a quick fix, once everything embedded improvement would hopefully be shown. An action plan was produced following the 2024/25 Perception Survey results, which implemented would hopefully lead to an increased satisfaction in following years.
			30 - Registered providers should foster a strong culture throughout their organisation of fairness, courtesy and respect, where tenants are listened to and can trust their landlord. In treating tenants fairly, registered providers should consider how they can adapt their services and communications to meet individual tenants' needs.	In the 2023 TSM data results for TP06 suggest that 58.4% of residents feel the landlord listens to their views and acts upon them. The TSM survey was carried out by a third party, m.e.l.. CCDC have undertaken an exercise to understand data held on tenants. New tenant data is collected when properties are let and this is up to date.	The current TSM results are below lower quartile benchmarking data. CCDC has incomplete tenant profile data particularly for historic tenants. This forms part of the housing improvement plan and should be completed to understand the needs of tenants. This will be loaded onto the NEC system when built. Currently this data is held within tenancy files which are not computerised and will be completed via tenancy audits. However, it is currently not clear how much additional data is required.	As above, 24/25 results maintained the performance from 23/24. Tenant Profiling exercise to be undertaken, referred to in new Engagement Strategy. HSIP Action 14. It needs to be built in NEC by HMIT. Tenant profiling census exercise will be undertaken to ensure complete data, which will be computerised. HSIP Action 14.

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.2.1	In relation to the housing and landlord services they provide, registered providers must take action to deliver fair and equitable outcomes for tenants and, where relevant, prospective tenants.	<p>2.1.1 Registered providers must use relevant information and data to:</p> <p>a) understand the diverse needs of tenants, including those arising from protected characteristics, language barriers, and additional support needs; and</p> <p>b) assess whether their housing and landlord services deliver fair and equitable outcomes for tenants.</p>	<p>31 - Consider diverse needs of tenants and prospective tenants in relation to the housing and landlord services provided.</p> <p>32 - Have robust information about tenants to deliver fair and equitable outcomes. Should include relevant information on protected characteristics, and any support or communication needs as a minimum.</p> <p>33 - Work with tenants to decide how to collect this information, and keep tenants informed as to how data will be used. Personal information should be processed in compliance with relevant legislation and the Information Commissioner's Office guidance.</p> <p>34 - Consider using other data and information about tenants e.g. census to inform the design and delivery of landlord services.</p>	<p>a) CCDC have undertaken an exercise to understand data held on tenants. New tenant data is collected when properties are let. This is up to date and held electronically. This is verified through tenancy audits. The annual report for tenants 2022/23 includes a breakdown of resident data based on the 2023 STAR survey responses.</p> <p>b) Staff were able to articulate the use of a vulnerability flag including additional needs and attributes such as second language, use of brail or inability to read for example. This flag is used for scheduling of repairs and maintenance.</p> <p>CCDC officers articulated how they have worked with the wider council to ensure data is collected in line with GDPR regulations.</p>	<p>Tenant data is outdated for historic residents and the systems in place currently do not have the attributes required to hold data. Currently tenant data is held in multiple places including tenancy files and electronically. An exercise should be undertaken to complete these data sets and ensure the data is stored electronically.</p> <p>Although staff could articulate the use of a vulnerability flag, there was not total confidence on where or how this was used. This should be confirmed particularly with regards to communications with residents.</p> <p>We have not seen any reporting to senior leadership in the past 12 months that summarises what is known about tenant profile or how this information is used in service delivery although some tenant profile data is available.</p> <p>Staff were unable to specifically articulate demonstrable outcomes for tenants. We have not seen reporting to senior staff relating to the delivery of fair outcomes to tenants.</p>	<p>As above. HSIP Action 14.</p> <p>We do have alert report from NEC. We feel this is understood.</p> <p>MEL report contained very limited profile summary, which was reported. Once tenant profiling undertaken and data analysed, this can then be reported to senior leadership and Housing Board. HSIP Action 14.</p> <p>Demonstrated by 'You Said, We Did', newsletter articles and Annual Report content. Make outcomes clearer. HSIP Action 15.</p>
		2.1.2 Registered providers must ensure that communication with and information for tenants is clear, accessible, relevant, timely	<p>35 - Regularly assess whether housing and landlord services deliver fair and equitable outcomes for tenants or prospective tenants.</p> <p>Action is taken as a result of the findings of these assessments.</p>	<p>CCDC publish a half yearly tenant magazine, Home. This provides information on key topics for residents to be aware of. The magazine is published on the CCDC website.</p> <p>The CCDC website is generally clear and well laid out for residents to access information.</p>	<p>CCDC should consider providing the magazine in additional formats including a printed edition for residents without computer access. A statement on how residents can request this should be made on the Tenant Magazine webpage and residents should be notified of how this request can be made.</p>	<p>Doing printed again (last two editions were printed), aiming for 3 editions a year now.</p> <p>Updated website to let tenants know of different formats available on request.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		and appropriate to the diverse needs of tenants.			<p>The Cannock Chase website contains an accessibility statement which whilst it relates to all council services, acknowledges that some areas are inaccessible and do not meet the latest accessibility requirements.</p> <p>CCDC should consult residents on the relevant parts of the website to ensure all residents are able to use it effectively. There is an over reliance on the resident having access to assistive technologies external to the council website.</p>	<p>Corporate Information Manager has checked and is comfortable with the content.</p> <p>Undertake a small focus group on website usage, and then do a wider consultation online. HSIP Action 16.</p>
		2.1.3 Registered providers must ensure that landlord services are accessible, and that the accessibility is publicised to tenants. This includes supporting tenants and prospective tenants to use online landlord services if required.	36 - Tenants are made aware of the different ways in which services are tailored to meet their needs.	<p>The CCDC website clearly lays out the services available to residents and options available to prospective tenants.</p> <p>CCDC have an online housing portal for tenants which is easily accessible online.</p>	<p>See recommendation for improvement above (section 2.1.2)</p> <p>The website does not clearly state how tenants can contact the housing service at CCDC directly. The general council Contact Us page provided contact details but housing does not have its own departmental contact page for residents.</p>	<p>Details now placed on main Housing page.</p> <p>Contact information is also available within Service Standards document online.</p>
		2.1.4 Registered providers must allow tenants and prospective tenants to be supported by a representative or advocate in interactions about landlord services.	37 - Have in place an effective, simple and accessible process to enable tenants and prospective tenants to nominate a representative to act on their behalf in interactions with the landlord about landlord services.		<p>CCDC policies and website do not explicitly state that an advocate can support a tenant but it is also not precluded. CCDC should ensure this is clarified in any updates made to policies and webpages.</p>	<p>Ensure website and new policies make it clear that representatives/advocates can support.</p>

1.3 Engagement with tenants

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.3.1	Registered providers must take tenants' views into account in their decision-making about how landlord services are delivered and communicate how tenants' views have been considered.	2.2.1 Registered providers must give tenants a wide range of meaningful opportunities to influence and scrutinise their landlord's strategies, policies and services. This includes in relation to the neighbourhood where applicable.	38 - Genuine consideration of tenants' views should be at the heart of decision making. 39 - Boards and councillors of registered providers should assure themselves that tenants' views have been actively sought and considered. Communicate to tenants how their views have been taken into account.	The Tenant Participation webpage encourages residents to get involved with various groups such as the proposed Housing Board, Housing Improvement Panel or provide bright ideas. CCDC undertake transactional surveys linked to repairs and consult on annual rent increases with residents being able to comment on proposals.	Evidence of meeting the standard is limited but work is underway to establish a formal framework of resident engagement. It is clear CCDC engage with their communities, both the tenant magazine and annual report for tenants detail community engagement activities. Previously a Housing improvement panel was in place which served as a scrutiny panel. Officers are able to articulate the close community work undertaken by colleagues but at present there is a lack of formal engagement structures and documentary evidence against the standard. There are currently no conventional choices for tenants to get involved and this is undertaken on a more ad hoc basis. These structures are due to be formalised including increased resident scrutiny and influence. The website currently has published advertisements for members to join the proposed Housing Board and Housing Improvement Panel. The purpose of the Housing Board is to influence policy and scrutinise performance of the housing service. The Housing Improvement Panel will take part in service reviews, engage with tenants, leaseholders and staff, support 'value for money', scrutinise performance and recommend improvements. This is not currently in place. The Resident Involvement Strategy is out of date having expired in 2020. This is currently being updated in line with the proposed	New strategy provides a framework of engagement opportunities, which are currently being rolled out in line with the action plan. Engagements now being recorded, tracker to be formally established. HSIP Action 15. Housing Board now formed (HSIP Action 12), and the re-instatement of the Tenant Scrutiny Panel in underway. An informal virtual group is also being formalised. HSIP Action 16.

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
					<p>implementation of the Housing Board and Housing Improvement Panel.</p> <p>CCDC have proposed the recruitment of an engagement officer which has not been a specific responsibility previously.</p>	<p>Strategy completed. Further to HSIP Action 16.</p> <p>Resident Engagement Officer in post.</p>
		2.2.2 Registered providers must assist tenants who wish to implement tenant-led activities to influence and scrutinise their landlord's strategies, policies and services. This includes in relation to the neighbourhood where applicable.	41 - Take reasonable steps to assist tenants wishing to implement tenant-led activities to influence and scrutinise their landlord's strategies, policies and services.	<p>The CCDC Tenant Participation webpage encourages residents to make contact with the Resident Engagement and Insight Officer by telephone or email.</p> <p>The page encourages residents to either join or form a Tenants and Residents Associations in their area.</p> <p>There is also encouragement for Residents to suggest "bright ideas" for assisting the housing service.</p>	<p>Whilst joining Tenants or Residents Associations is encouraged, there are no specific contact details or further information on how to get involved provided to residents.</p>	<p>Added to website.</p> <p>Although only a couple currently still in existence and they are not very active.</p> <p>Engagement Officer will be promoting and, if appetite, forming new.</p>
		2.2.3 Registered providers must provide accessible support that meets the diverse needs of tenants so they can engage with these opportunities	40 - Take reasonable steps to ensure that all tenants have an equitable opportunity to be involved in influencing and scrutinising strategies, policies and services, taking into account the diverse needs of tenants.	See above 2.2.2.	<p>Proposed implementation of the of Housing Board and Housing Improvement Panel which is advertised on the website currently will have its scope shaped by the residents.</p> <p>The CCDC webpage on tenant participation should be expanded to include information on how support is provided to for the diverse needs of residents who wish to engage.</p> <p>See recommendation for section 2.1.2.</p>	<p>As per previous comments.</p> <p>Add text to website around accessibility and support for those with diverse needs. Liaise with Information Manager. Various options to get involved offered - Board, Panel, Virtual Group, Bright Ideas etc. Website being updated with details when known.</p>
		2.2.4 Registered providers must support tenants to exercise their Right			The refreshment of the Tenant Involvement Strategy should include CCDCs proposed approach and information on how tenants are able to exercise the right to manage,	To be added to website as a separate page/section, don't agree that it is appropriate to include in the strategy. It would sit better separately.

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		to Manage, Right to Transfer or otherwise exercise housing management functions, where appropriate.			Right to Transfer or otherwise exercise housing management functions.	
		2.2.5 Registered providers, working with tenants, must regularly consider ways to improve and tailor their approach to delivering landlord services including tenant engagement. They must implement changes as appropriate to ensure services deliver the intended aims.	39 - Considering how to improve and tailor service delivery should be ongoing.	See 2.2.3	CCDC are working on the implementation of new tenant engagement regime as advertised on the website. This will be constructed in collaboration with engaged residents.	Strategy formulation involved consultation with tenants. New policies are all being consulted on with tenants.
		2.2.6 Where a registered provider is considering a change in landlord for one or more tenants, or a significant change in management arrangements, it must consult affected tenants on its proposals at a formative stage and take those views into account in reaching a decision. The consultation must:	42 & 43 - When consulting with affected tenants: a) communication methods are tailored and reasonable steps are made to ensure that all affected tenants have access to and can understand the landlord's proposals. b) consultation must include tenants who may experience communication barriers, have additional support needs and/or are unable to use online services. c) consultation must be meaningful, with tenants involved at an early stage	There has been no proposal to change landlord or management arrangements for the Council tenants.		

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>a) be fair and accessible</p> <p>b) provide tenants with adequate time, information and opportunities to consider and respond</p> <p>c) set out actual or potential advantages and disadvantages (including costs) to tenants in the immediate and longer term, and</p> <p>d) demonstrate to affected tenants how the consultation responses have been taken into account in reaching a decision.</p>	<p>whilst there is scope to influence the decision and/or outcome.</p> <p>d) consultations should be run for enough time to give tenants opportunity to consider and respond to proposals.</p> <p>e) any material impacts, both positive and negative, should be made clear to tenants, and the reasons for the change.</p> <p>f) board and councillors should assure themselves that feedback from affected tenants has been genuinely considered in their decision-making about proposals and this should be demonstrated to affected tenants.</p>			

1.4 Information about landlord services

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.4.1	Registered providers must communicate with tenants and provide information so tenants can use landlord services, understand what to expect from their landlord, and hold their landlord to account.	<p>2.3.1 Registered providers must provide tenants with accessible information about the:</p> <ul style="list-style-type: none"> a) available landlord services, how to access those services, and the standards of service tenants can expect b) standards of safety and quality tenants can expect homes and communal areas to meet c) rents and service charges that are payable by tenants d) responsibilities of the registered provider and the tenant for maintaining homes, communal areas, shared spaces and neighbourhoods. 	<p>44 - Make tenants aware of the services and standards of service they provide, and the different ways in which tenants can contact their landlord.</p> <p>45 - Where a service is being delivered directly to a tenant, communication should be from the start to completion e.g. repairs.</p>	<p>a) Service standards are in place for aspects of the landlord service including estate management and repairs. A Customer Service Promise is in place which sets out expected standards.</p> <p>An annual report for tenants is published on the CCDC website with the most recent dated 2022/23. This publication includes performance information.</p> <p>b&d) A letting standard is in place which details the standard expected both inside and outside of homes. The Repairs Handbook sets out ongoing obligations and responsibilities of the landlord with regards to safety and repairs including communal areas.</p> <p>c) The CCDC website has a dedicated Paying your rent section which details how rents are calculated, rent increases and ways to pay including online. The leasehold services section of the CCDC website details the approach to service charges. There is no information regarding service charges for rented housing available on the CCDC website as service charges are not currently recharged to residents.</p>	<p>a) Service standards are not easily accessible or available on the CCDC website. We know these are due to be refreshed and it is important these are published on the website for tenants. Without published service standards tenants are unable to hold CCDC to account against the expected standards.</p> <p>b) The available standards do not include ways to monitor performance or how CCDC will measure against these. This should be added to the service standards as part of the review. Whilst the letting standard includes elements of landlord health and safety CCDC should consider expanding this to including all elements of the “big 6 plus damp and mould” to ensure clarity for residents. This should include contact details and mechanisms for monitoring against the standard.</p> <p>d) Information on the CCDC website published to residents regarding neighbourhoods is limited. There is no published service standard available for residents.</p>	<p>Updated and published.</p> <p>Link to service standards and publish quarterly performance for 2025/26. HSIP Action 17.</p> <p>Added further information that was on the old website but hadn't transferred. Some are corporate documents.</p> <p>We are reviewing all our leaflets, to go online too.</p> <p>Tenancy Agreement has been reviewed – includes clearer language and key issues sections. Welcome pack are to be reviewed too. An easy read version of the TA is in draft and will be included in welcome packs.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>2.3.2 Registered providers must provide tenants with accessible information about tenants' rights in respect of registered providers' legal obligations and relevant regulatory requirements that registered providers must meet in connection with the homes, facilities or landlord services they provide to tenants. This must include information about:</p> <p>a) the requirement to provide a home that meets the government's Decent Homes Standard;</p> <p>b) the registered provider's obligation to comply with health and safety legislation;</p> <p>c) the rights conferred on tenants by their tenancy agreements including rights implied by statute</p>		<p>a) Information relating to the Decent Homes Standard is available for residents on the CCDC website. This outlines the works ongoing for CCDC to meet the standards.</p> <p>b) Within the letting standard and the repairs handbook there is reference to CCDC's obligation to comply with health and safety legislation.</p> <p>c) The repairs policy sets out the appointment and notice period for booking in repairs.</p>	<p>a) Although there is a dedicated webpage, the Decent Homes Standard page is not accessible unless searched for directly and does not provide any detail on the standard itself or obligations of CCDC.</p> <p>b) Policy coverage of the 'big 7' is limited. See 1.3.1. although those in place are not available for residents. The repairs handbook and letting standard do not cover all aspects of landlord health and safety requirements. CCDC should confirm sufficient information is provided and published for residents.</p> <p>c) The draft tenancy agreement does not explicitly include reference to the right to a home that is fit for human habitation. Nor does the tenancy agreement make reference to reasonable adjustments. There is no information on the website regarding the right to reasonable adjustments. The draft tenancy agreement includes the right to repair and notice periods for appointments.</p>	<p>Page re-instated (lost when website was updated).</p> <p>The 'big 7' policies are now published and publicly available. HSIP Action 13.</p> <p>Repairs handbook is due for update, and will include H&S requirements.</p> <p>Rights do not need to be included in the tenancy expressly as they will apply by statute. See sections 131-133 of Housing Act 1996.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		and/or common law, in particular— i) the right to a home that is fit for human habitation; and ii) the right to receive notice of a proposed visit to carry out repairs or maintenance or to view the condition and state of repair of the premises; and d) the rights of disabled tenants to reasonable adjustments.				
		2.3.3 Registered providers must communicate with affected tenants on progress, next steps and outcomes when delivering landlord services.		The draft and published tenancy agreement sets out how CCDC will communicate with residents on arranging safety checks. There is information on the website detailing how CCDC will communicate with residents who have raised a complaint, reported a repair or are expecting to receive planned works. The relevant webpages include contact details.		
		2.3.4 Registered providers' housing and neighbourhood policies must be fair, reasonable, accessible and transparent. Where relevant, policies should set out decision-making criteria and appeals processes.		A housing strategy, various housing management policies and some service standards are in place for CCDC but There is no overarching neighbourhood policy, neighbourhood plans are in place as well as estate management and communal area management policies. The policies set out how they are to be implemented.	Consideration should be given to the implementation an overarching neighbourhoods policy. This should include the decision-making criteria and appeals processes where appropriate.	A Neighbourhood Policy will go alongside a Tenancy Management Policy - both due for publication in early 25/26. HSIP Action 13.

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Appendix 3

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		2.3.5 Registered providers must make information available to tenants about the relevant roles and responsibilities of senior level employees or officers, including who has responsibility for compliance with the consumer standards.	46 - Information is made available to tenants about the relevant roles and responsibilities of senior level employees or officers.	Information on the CCDC leadership team is available on the Our Leadership Team webpage.	Description of the Head of Housing and Corporate Assets role should be updated to include responsibility for compliance with the consumer standards.	Done.

1.5 Performance information

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.5.1	Registered providers must collect and provide information to support effective scrutiny by tenants of their landlord's performance in delivering landlord services.	2.4.1 Registered providers must meet the regulator's requirements in relation to the tenant satisfaction measures set by the regulator as set out in Tenant Satisfaction Measures: Technical requirements and Tenant Satisfaction Measures: Tenant survey requirements.	48 - Meet the requirement to publish performance against the tenant satisfaction measures (TSMs) in a form required by the regulator.	<p>CCDC is on track to comply with the TSM standard.</p> <p>CCDC has published TSM results from the August 2023 survey on the Tenant Satisfaction Measures and Performance Information webpage available for residents to review. These were carried out by a third party, m.e.l research and benchmarked against Housemark data.</p> <p>Published information includes a summary of TSM performance as well as the detailed presentation provided by m.e.l. research. A video describing the survey results has also been published.</p> <p>TSMs generated from management information are not published on the webpage nor is information to demonstrate that the regulator's technical requirements have been met. However plans are in place for publication of this information.</p>	We are not aware of any plans for an audit of the methodology to be undertaken to provide assurance that all TSMs meet the regulator's technical requirements – this particularly applies to TSMs extracted from the Council's management information.	<p>MEL provided assurance, they undertake a number of TSM surveys for RPs. Confident it meets regulator requirements. Results and submission made to the RSH with no reason to believe it does not.</p> <p>External 'audit' of management information will be undertaken for 25/26 data, and then biennially. HSIP Action 17.</p> <p>TSMs (management performance) reported online to tenants and Regulator.</p>
		2.4.2 Registered providers must: a) collect and process information specified by the regulator relating to their performance against the tenant satisfaction measures. The information must be collected within a timeframe set by the regulator and must meet the regulator's	<p>48 - Consider, following engagement with tenants, publishing some or all TSM data at a more granular level and/or on a more frequent basis, in order to support tenant scrutiny.</p> <p>49 - In this case, the data should also, as far as possible, be reported in accordance with the regulator's TSM requirements. Any significant deviation from these requirements should</p>	<p>a) See above 2.4.1.</p> <p>b) and c) are not currently applicable as the TSMs are not required to be submitted until June 30th 2024 and published in Autumn 2024.</p>		Plan to publish more performance information on the website, and on a more regular basis, perhaps quarterly. HSIP Action 17.

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>requirements in Tenant Satisfaction Measures: Technical requirements and Tenant Satisfaction Measures: Tenant survey requirements</p> <p>b) annually publish their performance against the tenant satisfaction measures. This should include information about how they have met the regulator's requirements set out in Tenant Satisfaction Measures: Technical requirements and Tenant Satisfaction Measures: Tenant survey requirements. This information must be published in a manner that is timely, clear, and easily accessed by tenants; and</p> <p>c) annually submit to the regulator information specified by the regulator relating to their performance against those measures. The information must be submitted within a timeframe and in a form determined by the regulator.</p>	<p>be explained alongside the reported data.</p> <p>50 - Registered providers should ensure they have adequate assurance that they meet the regulator's TSM requirements.</p>			

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		2.4.3 In meeting the above, registered providers must ensure that the information is an accurate, reliable, valid, and transparent reflection of their performance against the tenant satisfaction measures.	51 - Demonstrate an understanding of performance, including where and why performance has changed over time. Have clear and measurable plans in place to improve performance where required and demonstrate effective delivery of those plans.	Performance information is collected by CCDC on a monthly basis. This includes TSMs required from management information. Analysis of the information shows trend reporting overtime. CCDC have not had the TSMs collected from management information validated by a third party to ensure data is accurate, reliable and valid. m.e.l. collect the TSMs on behalf of CCDC however CCDC must ensure these are collected in line with requirements. These have not yet been published for tenants.		Performance to be reported to Housing Board, to demonstrate where and why changed, and any improvements required. HSIP Action 12. Assurance from MEL, but not independently verified. Bi-annual checks could be obtained via Housemark - explore for 2025/26 return.
		2.4.4 Registered providers must provide tenants with accessible information about: a) how they are performing in delivering landlord services and what actions they will take to improve performance where required b) how they have taken tenants' views into account to improve landlord services, information and communication c) how income is being spent d) their directors' remuneration and management costs.	52 - In providing tenants with accessible information about their performance: a) consider all performance information, including the regulator's judgements. b) consider how to support tenants to understand the information being presented, including relevant performance action plans. c) demonstrate any changes made to landlord services as a result of insight from tenants' views, including learning from complaints. d) consider the regulator's note on how to calculate directors' remuneration and management costs, and communicate this to tenants	a) CCDC have published performance against TSMs from the perception survey as required by the standards. The annual report for tenants sets out the performance of CCDC regarding a variety of areas including repairs and maintenance, allocations, sustainment and ASB. This includes continued implementation of improvement plans. The annual report also includes a learning from complaints section which details complaints received and how service delivery was changed as a result. c) Details of the budgeted expenditure is also published in the annual report for tenants. d) Senior officers remuneration is published in the annual Statement of Accounts.	b) See 1.4.1 above. CCDC are working to strengthen their approach to tenant involvement including scrutiny of services and learning from complaints. At present there is little evidence of tenants view being taken into account. CCDC should ensure the framework for engagement includes the ability to take into account resident views leading to service improvement, provision of information and methods of communication	Engagement Strategy sets out framework for engagement and taking views into account. Culture of learning from complaints and performance analysis has improved.

1.6 Complaints

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.6.1	Registered providers must ensure complaints are addressed fairly, effectively, and promptly.	2.5.1 Registered providers must ensure their approach to handling complaints is simple, accessible and publicised.		<p>Complaints are co-ordinated by officers within the housing function and some complaints do come in centrally.</p> <p>The CCDC website has a dedicated housing complaints page which links to a council wide complaints page. This sets out the approach to complaints and how they would be handled. Generally the website is easy to navigate and clearly laid out for ease of use. The CCDC wide complaints page, Customer Feedback - Help us to get it right, makes reference to the Local Government and Social Care Ombudsman and Housing Ombudsman.</p>	<p>The CCDC wide complaints page is used as the complaints policy for the council as a whole,. However, this is insufficient to meet the requirements of the complaints handling code. CCDC may should consider a formal policy document for housing which complies with the requirements of the Housing Ombudsman Complaints Handling Code. The definition of a complaint does not match that of the Housing Ombudsman complaint handling code.</p> <p>Creating a single webpage covering complaints would reduce any confusion about the Council's approach and better enable tenants to navigate housing and non-housing complaints.</p>	<p>Definition now changed in corporate policy. Complaint Handling Code self-assessment completed annually and submitted; Ombudsman has not indicated any concerns to date.</p> <p>Housing have a dedicated complaints and compliments webpage with lots of information on.</p>
		<p>2.5.2 Registered providers must provide accessible information to tenants about:</p> <p>a) how tenants can make a complaint about their registered provider;</p> <p>b) the registered provider's complaints policy and complaints handling process;</p> <p>c) what tenants can do if they are dissatisfied with the outcome of a</p>	<p>54 - 57</p> <p>a) Ensure that tenants are aware of the complaints process.</p> <p>b) Tenants should be able to raise a complaint easily and should be listened to by their landlord when they do so.</p> <p>c) Provide regular updates to affected tenants about the progress made to resolve the complaint fairly and the next steps, with clear timescales.</p>	<p>a) The CCDC webpage, Customer Feedback - Help us to get it right, details the various routes to make a complaint. This includes via email, telephone and letter.</p> <p>b) The CCDC webpage, Customer Feedback - Help us to get it right page includes the policy for handling complaints including timescales for acknowledgement and response.</p> <p>c) CCDC operate a two stage approach to complaints handling as set out in the complaints policy on the Customer Feedback - Help us to get it right webpage. Both the main complaints page and housing complaints page sign post to the Housing Ombudsman webpage to enable escalation of complaints.</p> <p>d) Learning from complaints is published in the annual report for tenants with examples of how services were changed as a result. KPI</p>	<p>a&b) Complaints are handled by the housing function. Currently stage 1 and stage 2 complaints are overseen by the Head of Housing & Corporate Assets. This means that CCDC does not meet requirement 6.13 of the Housing Ombudsman's code which states that the person considering the complaint at stage 2 must not be the same person that considered the complaint at stage 1. Greater segregation of duties should be introduced. This is a requirement of the Housing Ombudsman code. See recommendation for 1.6.1 above. As per the Housing Ombudsman Code CCDC need to be able to differentiate between a service request and complaints.</p>	<p>Process changed, Housing Strategy and Service Improvement Team Leader approves the stage 1 responses, Head of Service now does stage 2 only.</p> <p>Believe we are currently able to determine a service request from a complaint. Involved officers have done training.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>complaint or how a complaint was handled; and</p> <p>d) the type of complaints received and how they have learnt from complaints to continuously improve services.</p>	<p>d) Bring about change at a service or organisational level where appropriate to show learning, and analyse trends and themes from complaints data.</p>	<p>reporting shows the volume of complaints received and resolved.</p>	<p>c) The complaints webpage includes reference to informal resolution of complaints. This is inconsistent with the new complaints handling code. Whilst the timescales provided for stage 1 and 2 complaints are in accordance with the code, timescales for extension are not specified and therefore not compliant. These should be reviewed to align with the code.</p> <p>d) A section of the website for learning from complaints is currently being designed. When published this will include information on the type of complaints received. There has not been any work to date on further understanding of complaint trends and reporting is limited. TSM complaints satisfaction is low and further work should be undertaken to understand drivers.</p>	<p>The informal stage is classed as service requests. This is explained in the self-assessment.</p> <p>Timescales not explicitly referenced for extensions but Housing Services ensure they are adhered to (and report upon).</p> <p>'You Said, We Did' features will be published, website, newsletter, annual report, includes learning from complaints.</p> <p>Annual complaint performance report published. Housing Ombudsman identified our report as good practice for others to utilise.</p> <p>TSM satisfaction is low across the sector, we have a higher rate than average, however drivers could be better understood to increase satisfaction.</p>
			<p>56 - Consider relevant requirements of other bodies, including those of the Housing Ombudsman and specifically their Complaint Handling Code.</p>	<p>CCDC have taken account of the requirements of the Housing Ombudsman. The Complaints approach and approach has been reviewed against the code.</p> <p>The CCDC self-assessment against the Housing Ombudsman Code is published on the housing complaints webpage, however this is due to be updated with the latest version. This should be done as a priority.</p>	<p>CCDC is reporting non-compliance with two "must" requirements of the Housing Ombudsman code which will be addressed through the Implementation of the Housing Board. Multiple other areas of the assessment state no evidence available. Consideration should be given to strengthening these areas. CCDC should consider the extent to which it complies with the code. For example the current definition of a complaint does not match the Ombudsman definition.</p> <p>It is also clear (see above) that CCDC does not meet the requirements of the new complaint handling code in some key regards.</p>	<p>Some of the requirements are not possible to provide evidence for. We would do/provide for if the requirement happened - just not explicitly written down. Corporate procedure dictates what evidence we can provide.</p> <p>Definition updated to meet requirements.</p> <p>Self-assessment explains actions to address where we don't meet. Except for those we have no evidence for, but doesn't mean we don't/wouldn't meet that requirement.</p>

Item No. 12.75**Appendix 3**

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
					We recommend the approach to housing-related complaints is undertaken and this should consider roles and responsibilities within the housing function and corporate complaints function.	Additional resources would be needed should housing complaints have to sit separately from the corporate complaints process.

1.7 Self-referral

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
-	-	2.6.1 Registered providers must communicate in a timely manner with the regulator on all material issues that relate to non-compliance or potential non-compliance with the consumer standards.	58 - If a registered provider is unsure as to whether an issue is material, they should contact the regulator to discuss the matter further. Being open and transparent with the regulator is an essential part of registered providers meeting their co-regulatory responsibilities.	The need to self-refer has not arisen for CCDC. Therefore, We cannot comment on the mechanisms for referral or evidence of compliance available.		

Neighbourhood and Community Standard

1.1 Safety of shared spaces

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.1.1	Registered providers must work cooperatively with tenants, other landlords and relevant organisations to take all reasonable steps to ensure the safety of shared spaces.		59 - Work cooperatively with tenants, other landlords and relevant organisations to take all reasonable steps to ensure the safety of shared spaces (i.e. areas which are not the responsibility of the provider)	CCDC participates in multiagency approaches to shared spaces and their localities. One such example is the Community Safety Hub.	CCDC Housing Service was not able to demonstrate the outcomes of this work, instead deferring to other council departments. CCDC Housing Service should be able to demonstrate and report on the outcomes of this collaborative work.	Partnership Hub case referrals are being recorded now. Explore ways to record and present outcomes. HSIP Action 23 .

1.2 Local cooperation

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.2.1	Registered providers must co-operate with relevant partners to promote social, environmental and economic wellbeing in the areas where they provide social housing.	<p>2.1.1 Registered providers, having taken account of their strategic objectives, the views of tenants and their presence within the areas where they provide social housing, must:</p> <p>a) identify and communicate to tenants the roles registered providers play in promoting social, environmental and economic wellbeing and how those roles will be delivered; and</p> <p>b) co-operate with local partnership arrangements and the strategic housing function of local authorities where they are able to assist local authorities in achieving their objectives.</p>	60 - The regulator acknowledges that the roles registered providers play in promoting social, environmental and economic wellbeing in the areas in which they operate are likely to vary, as registered providers need to take account of their strategic objectives, the views of tenants and their presence in those areas, among other considerations.	<p>a) CCDC policies outline the respective roles of CCDC These include the ASB and Hate Crime Policy, operational communal policy and communal area management procedure.</p> <p>b) CCDC housing services participate in multiagency approaches to shared spaces and their localities. Examples include the Community Safety Hub and The Chase Community Partnership. This is part of the wider council objectives to promote sustainable communities.</p> <p>CCDC have published their 2022-2026 corporate plan which includes specific objectives relating to housing including increasing choice and high stock quality. The housing function is working to ensure delivery of these objectives.</p>	<p>A sustainable communities policy was in place until 2021. CCDC should ensure this is updated capturing neighbourhoods and along side the ASB policy update.</p> <p>See above 1.1.1.</p>	Working on an updated Housing Services policy. HSIP Action 13.

1.3 Anti-social behaviour and hate incidents

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.3.1	Registered providers must work in partnership with appropriate local authority departments, the police and other relevant organisations to deter and tackle anti-social behaviour (ASB) and hate incidents in the neighbourhoods where they provide social housing.	2.2.1 Registered providers must have a policy on how they work with relevant organisations to deter and tackle ASB in the neighbourhoods where they provide social housing.	62 - Work with appropriate partners, with a common aim of trying to reduce ASB and hate incidents.	<p>Given its customer profile CCDC experiences a low rate of ASB. An Anti-Social Behaviour and Hate Crime Policy and procedure is in place for housing services, however, this is dated March 2018.</p> <p>Cannock Chase have in place a Community Safety Hub and Chase Community Partnership which is run in conjunction with the local police and wider partners.</p>	<p>Officers were able to articulate the work carried out but were not able to provide documentary evidence of the outcomes of the work. Officers should liaise with the Multiagency/Partnerships team who may be better placed to evidence the outcomes of this work.</p> <p>The Anti-Social Behaviour and Hate Crime Policy and procedure should be updated to reflect current expectations.</p>	<p>As above. Explore ways to record and present outcomes. HSIP Action 23.</p> <p>Information in place on the website.</p>
		2.2.2 Registered providers must clearly set out their approach for how they deter and tackle hate incidents in neighbourhoods where they provide social housing.	63 - Have effective policies and processes to tackle ASB and hate incidents, and communicate these to tenants. Includes approach to investigating, support available and actions to deal with perpetrators.	<p>There is an Anti-Social Behaviour and Hate Crime Policy and procedure in place for the housing services however this is dated March 2018.</p> <p>These are clearly posted on the CCDC website in a defined ASB and Hate crime section of the site.</p> <p>There is also a flyer available on the website for ASB detailing respective roles and responsibilities of both CCDC and residents.</p> <p>The ASB policy includes details of the approach to ASB including routes for investigation and how perpetrators will be dealt with. The policy also sets out service standards.</p> <p>The website clearly signposts to support available for witnesses of ASB. However,</p>	<p>All resources relating to ASB should be updated. This includes a refresh of policy, procedure and the leaflets available for residents via the website.</p> <p>CCDC should ensure that links and contact details are kept up to date.</p> <p>The support available for witnesses provides details for Staffordshire Police and Victim support. However, it does not provide links to third party support on offer. CCDC should consider enhancing its approach to partnership working to offer support to victims and witnesses with regards to ASB in the housing service. Further links to organisations such as neighbourhood watch and crime stoppers were available in the flyer "preventing and tackling it together".</p>	<p>As above, leaflets updated on website.</p> <p>Links to third party support now added.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
				this is dated 2018. This includes the commitment of CCDC, safeguarding approach and support package available including CCTV and personal attack alarm.		
		2.2.3 Registered providers must enable ASB and hate incidents to be reported easily and keep tenants informed about the progress of their case.	65 - Keeping tenants informed about the progress of their ASB case, being mindful of data protection obligations and any ongoing legal proceedings.	The CCDC Housing Service has a dedicated page for Anti-Social behaviour and hate crimes. This page clearly signposts to where and how residents can report ASB. Residents can report via the resident portal, telephone, in person, letter or via email. CCDC also sign post residents to emergency and routine response services from the Police.	The policy does not explicitly state that ASB incidents can be reported on behalf of a victim or witness. Whilst this is also not explicitly prohibited this should be clarified in future iterations of the policy for absolute clarity.	Can be reported on Housing Online. Anonymous complaints are not taken, but the claims are investigated. Policy to be updated to include.
		2.2.4 Registered providers must provide prompt and appropriate action in response to ASB and hate incidents, having regard to the full range of tools and legal powers available to them	64 - Take into account the diverse needs of tenants in considering how tenants report ASB and hate incidents to them and eliminate any barriers to reporting such incidents.	The ASB and Hate crime policy sets out the timescales for response to ASB reports. The Policy differentiates between persistent, serious urgent and noise nuisance events. The policy and the webpage set out the tools and approach to be taken by CCDC this includes legal routes, mediation, advice and referrals to third parties. The CCDC Housing Service dedicated ASB webpage sets out multiple routes to reporting an incident of ASB including by telephone, email, in person and on the resident portal.	We have not seen reporting against ASB timescales to understand if CCDC is operating within prescribed policy timescales. The ASB and Hate Crimes policy does not set out how complainants, witnesses or victims will be kept informed of the status of their ASB incident report. The refreshed ASB policy should ensure details of this approach are included.	Reporting on timescales to be re-introduced into performance reporting. There is a ASB Pack which includes all of this, updated and on website.
		2.2.5 Registered providers must support tenants who are affected by ASB and hate incidents, including by signposting them to agencies who can give them appropriate support and assistance.	66 - Take a victim-centred approach such as referring to external support agency.	The webpage clearly signposts to support available for witnesses of ASB. However, this is dated 2018. This includes the commitment of CCDC and support package available including CCTV and personal attack alarm.	See recommendations in section 2.2.2	

1.4 Domestic abuse

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.4.1	Registered providers must work co-operatively with other agencies tackling domestic abuse and enable tenants to access appropriate support and advice.	2.3.1 Registered providers must have a policy for how cognise and effectively respond to cases of domestic abuse.	<p>67 & 68 - This should be a victim-centred approach which considers how to:</p> <ul style="list-style-type: none"> • Raise awareness and understanding among relevant staff so they are able to recognise the signs of domestic abuse • Make tenants aware of appropriate support and advice available regarding domestic abuse, including from third party organisations • Offer tenants affected by domestic abuse referrals to specialist domestic abuse agencies • Provide staff supporting tenants experiencing domestic abuse with appropriate specialist training, and • Offer appropriate staff members to support tenants experiencing domestic abuse. <p>69 - Response should appreciate specific needs of tenants including those arising from the tenant's protected characteristics, such as disability and race. Handle sensitive information relating to cases of domestic abuse in compliance with relevant legislation.</p>	<p>The ASB and Hate Crime policy includes Domestic Abuse. This is regarded as a Serious Urgent Nuisance by CCDC. The policy also defines what is meant by domestic abuse.</p> <p>A dedicated domestic abuse page is available on the CCDC. This sits separately to the Housing Service webpages and is part of the wider council services as part of the Chase Community Partnership. This webpage has a dedicated section providing contact details of support services delivered by third-party agencies. This includes Staffordshire-wide, localised and national support organisations. The services included are targeted towards specific groups including men, women and LGBT+ victims.</p> <p>Support for perpetrators and mental health support from third parties is also available of the domestic abuse support services webpage.</p> <p>CCDC take part in a Domestic Violence Forum which is a multi-agency forum offering support for victims of domestic abuse.</p> <p>Domestic Abuse is captured within the ASB and Hate Crime Policy, this includes a section on Data Protection & Information Sharing highlighting how cases will be treated confidentially. The policy outlines support available to residents experiencing domestic abuse. This includes the Tenancy sustainment team. The policy is dated 2018.</p>	<p>We have not seen evidence of staff training or raising the awareness of domestic abuse across the organisation. Training for relevant staff including key methods to identify domestic abuse and consideration of specialised training should be implemented.</p> <p>Whilst support services are available for diverse gender, sexuality and mental health consideration should be given to the breadth of services available for other protected characteristics of tenants.</p> <p>When refreshing the ASB and Hate Crime Policy, consideration should be given to ensuring the most up to date legislation including the Domestic Abuse Act 2021 is captured with regards to data protection and confidentiality.</p>	<p>Safeguarding training is routinely undertaken by all staff. Corporately arranged.</p> <p>Roll out DA training for operatives. They have done violence and aggression training, refresher on safeguarding is needed.</p> <p>Putting together a training plan for 25/26 to include all staff requirements, HR to support.</p>

Item No. 12.82

Appendix 3

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		2.3.2 Registered providers must co-operate with appropriate local authority departments to support the local authority in meeting its duty to develop a strategy and commission services for victims of domestic abuse and their children within safe accommodation.	70 - There is a duty placed on local authorities to develop and implement a strategy for accommodation-based support.	The Relationship Breakdown webpage on the CCDC website signposts to options available to domestic abuse victims including safe accommodation and relevant contact details.	The Domestic Violence information is spread across two webpages, one relating to ASB and one relating to Relationship Breakdowns. This means information in the two places appears incomplete, both should be updated to provide the full information available.	Consolidated to one webpage.

Tenancy Standard

1.1 Allocations and lettings

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.1.1	Registered providers must allocate and let their homes in a fair and transparent way that takes the needs of tenants and prospective tenants into account.	2.1.1 Registered providers must co-operate with local authorities' strategic housing functions and assist local authorities to fulfil their duties to meet identified local housing need. This includes assistance with local authorities' homelessness duties, and through meeting obligations in nominations agreements.	71 - Have effective policies and processes in place for allocating homes and work effectively with local authorities to help meet identified local housing need. Clearly set out their decision-making criteria, including in relation to transfers.	<i>Comments in this standard relate to the role as an RP – i.e. letting of Council homes – not the strategic housing responsibilities.</i> The Council housing allocation policy was updated in March 2024 and went live on 12 April 2024. The policy focuses on the approach to letting the Council's social housing and includes the letting of other RP homes where nominations agreements exist. Currently there are c1250 applicants on the housing register. Homes are allocated through a choice-based lettings system (via the housing online website) which is managed by the Council. The policy includes the Council's homelessness duties and how this is included within prioritisation banding. It explains how applicants can request a review about decisions at each stage. Existing tenants who want to move home (transfer) are normally required to do so through the housing register. Management moves can be offered where a tenant is required to vacate their home due to major works taking place or in other exceptional circumstances.	Management information about allocations and lettings does not currently demonstrate outcomes. We have not seen formal reporting of lettings outcomes. This includes lettings under the 'right to move' which is required to be reported on under the old and new housing allocation policies. Note: the new housing allocation policy indicates the proportion of empty properties that should be let to different priority groups. This will need to be monitored. Transparency could be enhanced – for example, housing applicants are not given any indication of waiting times and information about lettings outcomes is not published. The allocations process and apply for council housing sections of the website should be reviewed to ensure they reflect the changes made in the new housing allocation policy (e.g. the allocations process section includes the 2017 allocations policy). Note: Internal audit of housing allocations service was undertaken in June 2023, providing partial assurance. Delivering the agreed actions will enhance assurance that the Tenancy Standard is being met.	Allocations performance information will be further published as previously mentioned. HSIP Action 17. Right to Move can be added as a KPI. Very low numbers generally. Banding report being looked at to be published on Housing Online, to include waiting times if possible. As above, more data to be published. HSIP Action 17. Completed since policy was approved. Follow-up actions to meet full assurance completed March 2024.

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
				<p>Currently, there are no local lettings policies in place.</p> <p>Discussions with staff provided evidence that the Council offers support and assistance to housing applicants. This is publicised on the website.</p> <p>A difficult to let homes policy (2023) has been introduced to consider options (including enhanced marketing) where demand is low.</p>		
		2.1.2 Registered providers must seek to allocate homes that are designated, designed, or adapted to meet specific needs in a way that is compatible with the purpose of the housing.	72 - Need to have a robust and accurate understanding of local housing need and their homes, including in relation to which homes have been designed or adapted to meet specific needs.	<p>The housing allocation policy provides guidance on how adapted properties will be let, including outside of the choice based lettings systems, and how requests for additional adaptations by existing council tenants will be considered.</p> <p>Housing applications who require an adapted home are encouraged to undertake a medical needs assessment to inform their priority banding. This is promoted on the apply for council housing section of the website.</p> <p>Empty homes that are suitable for applicants who require adaptations or where they are designated on an age basis are highlighted on housing online.</p>	We have not seen evidence that outcomes against this expectation are understood.	<p>Feel this is understood.</p> <p>Already adapted properties are advertised with guidance for applicants. Adapted properties matched to applicants needs. In complex adaptation cases.</p> <p>Liaison with Staffordshire Cares and NRS Occupational Therapy Services to ensure appropriate allocation and additional DFW work where appropriate.</p> <p>Tenant profiling work and stock condition survey data will assist further. HSIP Action 14.</p> <p>Adapted Housing Register development to be planned once SCS data fully updated and analysed (20026/27). HSIP Action 19.</p>
		2.1.3 Registered providers must develop and deliver services that seek to address under-occupation and overcrowding in their		The housing allocation policy provides gives priority banding based on the extent of an applicant's under occupation or overcrowding.	The home release scheme is not promoted on the website; the scheme should be updated to (a) provide up to date budget information, and (b) to be more transparent about the financial value of the support packages available (currently there is no indication of their value).	<p>Update home release scheme (downsizing policy) and publish to website, on Policy Tracker. HSIP Action 13.</p> <p>Revamp information online.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		homes. These services should be focused on the needs of tenants.		<p>Practical advice and support is available from a range of Council services for tenants should they need it.</p> <p>A home release scheme (2021) exists which offers support packages to assist tenants to move to a smaller home via transfer or mutual exchange.</p> <p>The tenancy sustainment team provides practical support and access to a hardship fund to assist tenants who require support.</p> <p>Empty homes that are suitable for tenants who are under occupying are highlighted on housing online.</p>	We have not seen evidence that outcomes against this expectation are understood.	
		2.1.4 Registered providers must take action to prevent and tackle tenancy fraud.	73 - Take action to prevent and tackle tenancy fraud.	<p>The Council's approach is set out in a tenancy fraud policy (2018). The housing team works closely with the compliance team in the Council's benefits section to minimise the risk of tenancy fraud. This includes the use of the NFI database.</p> <p>All housing applicants' details are verified prior to an offer of accommodation being made.</p> <p>Staff we spoke to were able to provide a recent example of tenancy fraud which has been identified at the application stage.</p> <p>The website contains a high profile tenancy fraud section which stresses the Council's zero tolerance approach and includes an ability to report any concerns.</p>	The tenancy fraud policy should be reviewed to ensure it is up to date (the policy states it should be reviewed at least every 3 years).	To be updated, on Policy Tracker. HSIP Action 13.
		2.1.5 Registered providers must have a fair, reasonable, simple and accessible appeals process for allocation decisions.		The Council housing allocation policy (2024) explains how applicants can request a review about decisions at each stage.	FAQs contained within the apply for council housing section of the website explains how an applicant can appeal a banding decision. This should be expanded to cover appeals about all aspects of housing allocations.	Website information expanded to follow new allocation policy.

Item No. 12.86

Appendix 3

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		2.1.6 Registered providers must record all lettings and sales as required by the Continuous Recording of Lettings (CORE) system.		Cannock Chase has confirmed that it participates in the CORE system and that data submissions are up to date.		

1.2 Tenancy sustainment and evictions

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.2.1	Registered providers must support tenants to maintain their tenancy or licence. Where a registered provider ends a tenancy or licence, they must offer affected tenants advice and assistance.	2.2.1 Registered providers must provide services that support tenants to maintain their tenancy or licence and prevent unnecessary evictions.	75 - Support may be provided directly to tenants or appropriate organisations may be used to provide this support.	<p>Two tenancy sustainment officers provide support to tenants. Each has a budget of £1,500 to provide assistance where other funds are unavailable.</p> <p>A range of tenancy sustainment measures are included in management reporting. This includes the number of evictions (for rent and non-rent reasons).</p> <p>CAB is commissioned to provide advice and assistance to tenants. In addition, the Council works closely with DWP and the community partnership hub.</p> <p>A hardship fund of £30k is available, though this is deliberately is not publicised to ensure it is targeted effectively.</p> <p>The money advice section of the website provides information and advice.</p> <p>A social alarm service and grass cutting scheme are provided free-of-charge to tenants who meet specific criteria (over 70 years old and receiving certain benefits).</p> <p>Cannock Chase supports the County Council's care leavers local offer which includes a range of financial and non-financial support.</p> <p>Eviction decisions take account of vulnerability and whether support has been provided.</p> <p>The level of evictions (all reasons) is relatively low – c10 in 2023/24.</p>	<p>Tenancy sustainment measures should focus more on the outcomes being achieved, including success rates (e.g. %) rather than volumes.</p> <p>An overarching tenancy sustainment policy or strategy does not exist. This may help the Council to explain its approach.</p>	Tenancy Sustainment service document now online, details the Council's approach.

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		2.2.2 Registered providers must provide tenants required to move with timely advice and assistance about housing options before the tenancy or licence ends.	76 - Where a registered provider ends a tenancy or licence they must offer those affected timely advice and assistance.	Policies which include end of tenancy situations (such as the ASB and rent and income collection policies) state that the housing options team will be informed to enable advice and assistance to be provided.		
			77 - When considering whether to escalate eviction proceedings there is a recognition of RPs' objectives as landlords of social housing, including preventing homelessness and helping tenants maintain their tenancies. This is balanced with other objectives, such as minimising loss of rental income.	Policies we have reviewed which include end of tenancy situations (the ASB and rent and income collection policies) balance enforcement action against wider considerations.		

1.3 Tenure

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.2.1	Registered providers must support tenants to maintain their tenancy or licence. Where a registered provider ends a tenancy or licence, they must offer affected tenants advice and assistance.	<p>2.3.1 Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out:</p> <p>a) The type of tenancies they will grant.</p> <p>b) Where they grant tenancies for a fixed term, the length of those terms.</p> <p>c) The circumstances in which they will grant tenancies of a particular type.</p> <p>d) Any exceptional circumstances in which they will grant fixed term tenancies for a term of less than five years in general needs housing following</p>	<p>79 - Registered providers that make use of licences as the basis of occupation should ensure that they use them appropriately.</p> <p>80 - As part of setting out their approach to tenancy management, registered providers should help tenants understand both their own responsibilities and those of their landlord in relation to their tenancy.</p> <p>82 - Should be able to demonstrate how they have taken into account the needs of vulnerable households in their approach to tenancy management.</p>	<p>a) The Council's tenancy strategy (2012) explains that the Council's policy for its own properties is to offer introductory tenancies followed by a secure lifetime tenancy. Fixed term tenancies are not offered.</p> <p>b) c) d) e) f) not applicable</p> <p>i) The succession policy (2019) explains the Council's approach.</p>	<p>The tenancy strategy does not appear to have been reviewed since 2012. The strategy says the policy on fixed term tenancies would be reviewed two years after the tenancy strategy was introduced.</p> <p>Reviewing the tenancy strategy will enable the background information contained in the strategy (which is extremely out of date) to be reviewed and arrangements such as the care leavers offer and housing first services to be included.</p> <p>The existing secure tenancy agreement dates from 2009 meaning that terms do not reflect current practice, regulations or legislation.</p> <p>A new secure tenancy agreement is currently being developed, including plans for an easy-read version. It is anticipated that it will be introduced in September 24 following tenant consultation and cabinet approval.</p> <p>We have not seen evidence in respect of g) and h).</p>	<p>A new strategy will be worked up, on Policy Tracker. Being combined with the Tenancy Management Policy, to complement new tenancy agreement once approved. HSIP Action 13.</p> <p>New Tenancy Agreement in Cabinet approval cycle, likely April/May 2025 roll out.</p> <p>Vulnerability policy and procedures are in place. NECH alerts on system with regular reports circulated to staff.</p>

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>any probationary period.</p> <p>e) The circumstances in which they may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property.</p> <p>f) The way in which a tenant or prospective tenant may appeal against or complain about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.</p> <p>g) Their policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability.</p> <p>h) The advice and assistance they will</p>				

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>give to tenants on finding alternative accommodation in the event that they decide not to grant another tenancy.</p> <p>i) Their policy on granting discretionary succession rights, taking account of the needs of vulnerable household members.</p>				
		<p>2.3.2 Registered providers must grant general needs tenants a periodic secure or assured (excluding periodic assured shorthold) tenancy, or a tenancy for a minimum fixed term of five years, or exceptionally, a tenancy for a minimum fixed term of no less than two years, in addition to any probationary tenancy period.</p>	<p>81 - Should only grant tenancies for a minimum fixed term of less than five years in exceptional circumstances and should not adopt a blanket approach to granting such tenancies.</p>	<p>Not applicable – fixed term tenancies are not offered.</p>		
		<p>2.3.3 Before a fixed term tenancy ends, registered providers shall provide notice in writing to the tenant stating either that they propose to grant another tenancy on the expiry of the existing fixed term or that they propose to end the tenancy.</p>		<p>Not applicable – fixed term tenancies are not offered.</p>		

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		<p>2.3.4 Where registered providers use probationary tenancies, these shall be for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review.</p>		<p>The Council's tenancy strategy (2012) explains that introductory tenancies are initially for 12 months or 18 months where it has been extended.</p> <p>The allocations process section of the website says that new Council tenants will be given an introductory tenancy for one year (unless they are an existing tenant of a council or housing association in which case they will be given a secure tenancy).</p>	<p>We have not seen evidence to demonstrate that the Council always provides reasons for extending an introductory tenancy (probationary period) and the tenant has an opportunity to request a review.</p> <p>Published information about introductory and secure tenancies is very limited and should be reviewed (for example, the allocations process section of the website says 'there are differences between an introductory and a secure tenancy. In general, a secure tenant has more rights within the property').</p>	<p>Further information will be available in the new Tenancy Agreement documentation.</p>
		<p>2.3.5 Registered providers shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).</p>			<p>We have not seen evidence to demonstrate that this specific expectation is met.</p>	<p>Not relevant because we do have flexible or fixed tenancies, only relevant for tenants moving to another RP, we would advise they seek legal advise in these cases. Will be covered by the Tenancy Management and Mutual Exchange policies to complement new tenancy agreement.</p>

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Appendix 3

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
		2.3.6 Registered providers shall grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.			The decant policy (2019) provides clear guidance about situations where a tenant may need to move from their home on either a temporary or permanent basis. However, it does not confirm that they will be offered no less security of tenure on their return to settled accommodation. The policy does not meet the specific expectations and should be reviewed.	We only offer introductory tenancies and secure and we could only reduce security via demotion of a tenancy.

1.4 Mutual exchange

#	Required Outcomes	Specific Expectations	Code of practice	Evidence demonstrating Standard is met	Improvement required relative to Standard	CCDC Response
1.2.1	Registered providers must support tenants to maintain their tenancy or licence. Where a registered provider ends a tenancy or licence, they must offer affected tenants advice and assistance.	2.4.1 Registered providers must offer a mutual exchange service which allows relevant tenants potentially eligible for mutual exchange, whether pursuant to a statutory right or a policy of the registered provider, to easily access details of all (or the greatest practicable number of) available matches without payment of a fee.	84 - Support to relevant tenants wishing to mutually exchange may include: a) supplying them with clear and simple information about the mutual exchange process, including the associated responsibilities of the landlord and of the tenant b) helping tenants to register with an online mutual exchange service if required.	The Council subscribes to HomeSwapper. This is a web-based system which allows tenants to enter into mutual exchanges without paying a fee. A mutual exchange policy (2021?) sets out the Council's approach.		
		2.4.2 Registered providers must publicise the availability of any mutual exchange service(s) it offers to its relevant tenants.		The mutual exchange section of the website provides information about mutual exchanges and a link to Homeswapper. It explains that a decision must be made within 42 days.	The Council should track whether it meets the legal requirement to decide within 42 days whether a mutual exchange can go ahead (Note this has now been included in the 2024/25 performance indicators).	Added to KPIs.
		2.4.3 Registered providers must provide support for accessing mutual exchange services to relevant tenants who might otherwise be unable to use them.		We have been advised that support is available for tenants who require it to undertake a mutual exchange.	Information should be published (for example on the website) to explain the support that is available to help tenants to access a mutual exchange. A key objective of the mutual exchange policy (2021?) is to make advice and assistance available to tenants. However, the policy does not say how the Council will do this and should therefore be reviewed.	Mutual Exchange policy has been reviewed and is imminently due for 6 week customer consultation. Further info to be added to website.
		2.4.4 Registered providers must offer tenants seeking to mutually exchange information about the implications for tenure, rent and service charges.			The mutual exchange policy does not include details of the information that will be provided and should therefore be reviewed. The mutual exchange section of the website does not provide information about the implications in relation to tenure, rent and service charges.	As above.

Consumer standards policy framework

The list below comprises policies which are likely to assist an RP in meeting the consumer standards. These are policy themes and may be grouped in different ways or, for example, captured in a strategy, depending on a provider's preferred approach. Policies should be accompanied by written procedures, operational guidance, process flow charts etc. This list excludes corporate policies, such as data protection/GDPR, EDI, health & safety, rents & service charges, governance, HR and finance-related.

1. Asset management strategy
2. Responsive & void repair & maintenance
3. Housing repairs recharging
4. Disrepair
5. Over-arching landlord compliance strategy/health & safety policy
6. Fire safety (and management plan)
7. Gas safety (and management plan)
8. Electrical safety policy (and management plan)
9. Lifts & lifting equipment (and management plan)
10. Water hygiene (legionella) (and management plan)
11. Asbestos (and management plan)
12. Damp, mould and condensation (and management plan)
13. Aids and adaptations
14. Neighbourhood and estate management (including management of communal areas and shared spaces)
15. Tenure policy/tenancy strategy
16. Allocations and lettings (including transfers, downsizing, management moves etc)
17. Mutual exchange
18. Decanting
19. Tenancy sustainability, support and evictions
20. Rent and income recovery
21. Tenancy management (including succession, tenancy changes, end of tenancy)
22. Customer engagement, consultation, influence and accountability
23. Service standards
24. Community engagement
25. Complaints (including remedies)
26. ASB and hate crime
27. Domestic abuse
28. Tenancy fraud