

Agenda

Safer Neighbourhoods and Active Communities Scrutiny Board

Thursday, 9 December 2021 at 5.45 pm
At Council Chamber - Sandwell Council House, Oldbury

This agenda gives notice of items to be considered in private as required by Regulations 5 (4) and (5) of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.

1 Apologies for Absence

2 Minutes 7 - 18

To confirm the minutes of the meeting held on 25 November 2021 as a correct record.

3 Declarations of Interest

Members to declare any interests in matters to be discussed at the meeting.

4 Additional Items of Business

To determine whether there are any additional items of business to be considered as a matter of urgency.

5 Review of Tenancy Conditions 19 - 86

To consider the progress made to date in



reviewing the Council's Tenancy Conditions and the results of the statutory consultation exercise.

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| 6 | Cabinet Forward Plan | 87 - 112 |
| | To consider items on the Cabinet Forward Plan. | |
| 7 | Work Programme | 113 - 116 |
| | To consider items on the work programme for upcoming meetings of this Scrutiny Board. | |

Kim Bromley-Derry
Interim Chief Executive
Sandwell Council House
Freeth Street
Oldbury
West Midlands

Distribution

Councillor Mabena (Chair)
Councillors Gavan, Ashman, Fisher, G Gill, Jones, Kausar, Randhawa, Rouf,
Singh and V Smith

Contact: democratic_services@sandwell.gov.uk

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Minutes of Safer Neighbourhoods and Active Communities Scrutiny Board

**Thursday, 25 November 2021 at 5.45 pm
at Council Chamber - Sandwell Council House, Oldbury**

Present: Councillor Mabena (Chair)
Councillors Ashman, Fisher, G Gill, Randhawa and V Smith

Also present: (Nicholas Austin (Director of Borough Economy); Nigel Collumbell (Service Manager for Housing Management); Maryrose Lappin (Domestic Abuse Team Manager); Manny Sehmbi (Business Manager for Community Partnerships); Jason Flannagan (CCTV Control Room Manager); Alexander Goddard (Democratic Services Officer); Gabrielle Evans (Democratic Services Officer).

23/21 **Apologies for Absence**

Apologies were received from Councillors Kausar and K Singh.

24/21 **Declarations of Interest**

There were no declarations of interest made.

25/21 **Minutes and Notes of Previous Meetings**

Resolved:-

- (1) that the minutes of the meeting held on 01 April 2021 were received.
- (2) that the notes of the meeting held on 02 September 2021 were noted.



26/21 **Additional Items of Business**

There were no additional items of business to consider.

27/21 **Domestic Abuse Safe Accommodation Strategy**

The Domestic Abuse Team Manager presented the item to the Board, explaining that the Domestic Abuse Act 2021 had been passed and meant that Local Authorities now had a new statutory duty to provide specialist support for victims of domestic abuse in safe accommodation. The Council was required to:

- assess the need for victims of domestic abuse and their children in safe accommodation services in their areas;
- produce a strategy to detail how it would respond to the duty;
- commission support to victims and children in safe accommodation
- appoint a domestic abuse local partnership board for the purposes of providing advice to the authority about the exercise of the authority's functions;
- report back annually to central government that it had met these obligations.

Councillor Randhawa arrived at 5:52pm during consideration of this item.

The Domestic Abuse Strategic Partnership (DASP) board, Sandwell's statutory board, had now established a Task and Finish Group and the draft Safe Accommodation Needs Assessment had been completed.

The Safe Accommodation Strategy had been widely consulted on across the Council and DASP partners and was published on 25 October 2021 to comply with the statutory requirement. The final Safe Accommodation Strategy was required for publication by 5 January 2022. An implementation plan was being developed and would be regularly monitored by DASP. The Council had also been allocated New Burdens Funding to support the delivery of the new safe accommodation duty and proposals being developed.

The Domestic Abuse Team Manager provided a definition of safe accommodation as defined in the statutory guidance as:

- domestic abuse refuge accommodation;

- specialist safe accommodation (i.e. dedicated specialist support to victims with relevant protected characteristics and/or complex needs);
- dispersed accommodation (safe self-contained and semi-independent accommodation);
- sanctuary schemes providing target hardening of properties along with specialist support and move-on and / or second stage accommodation.

A definition of specialist support for victims of domestic abuse as defined in the statutory guidance was also provided. This included:

- Advocacy support
- Domestic abuse prevention advice
- Specialist support for victims designed specifically for victims with relevant protected characteristics or with additional and / or complex needs
- Children's support
- Housing-related support
- Advice service
- Counselling and therapy

It was explained that the above list was not exhaustive and other relevant support services could be put in place based on victims' needs.

The needs assessment had been undertaken by Linxs Consultancy Limited and included data collection and analysis, analysis of current services and wide-ranging consultation programme which included survivor testimonies and stakeholder feedback. The need assessment found that the safe accommodation system in Sandwell was highly effective. A range of accommodation types and levels of support provided by Black Country Women's Aid (BCWA) meant that survivors were routinely accepted regardless of the level of risk or complexity of presenting needs. There was also good outcome tracking for those who were declined a space in accommodation.

The needs assessment also identified a number of gaps, as outlined in Appendix 1 of the report, which the strategy aimed to address. Following analysis of these gaps, the strategy would be based around the below themes:-

1. Improving the survivors' recovery journey;
2. Enhancing the ability for survivors to stay in their own home;
3. Developing a more responsive and cohesive system

The Domestic Abuse Team Manager outlined the specific commitments to address the above 3 themes, this included: children's support; psychologically informed interventions for adults and children in safe accommodation; dedicated sanctuary provision for adults and children; and the need for resettlement and floating support for victims and children leaving refuge. It was proposed to address the additional needs identified by the needs assessment using the New Burdens funding and work was underway on proposals for this.

From the comments and questions raised by members of the Scrutiny Board, the following responses were made, and issues highlighted:-

- The council had a list of registered housing and service providers who would be commissioned to provide the support. The Council already had contracts with these providers.
- Further training would be required by the commissioned providers to address victims' additional needs
- There were currently 38 Safe Accommodation properties which were provided by Black Country Women's Aid (BCWA). The Council had commissioned those spaces and BCWA had a further 3 additional spaces in the borough.
- Part of the Council's commitment to the strategy was to promote the support available to male victims of domestic abuse. The service "Ask Marc" had also recently been launched across the Black Country.
- Single sex accommodation was the norm and the Council had both 24 hour accommodation and dispersed accommodation provision. Males were more likely to be housed in the dispersed accommodation.
- There had been over 10,000 cases of domestic abuse in Sandwell in the last year. It was highlighted that West Midlands Police had recently undertaken a review of the number of domestic abuse cases. COVID had shone a light on domestic abuse but it was anticipated that it was unlikely that the figures would go down and reported cases were likely to increase.
- Financial support and more general welfare advice were provided by BCWA.
- Since COVID, there had been an increase in demand for mental health support and support for victims of mental and financial abuse.

- The 38 refuge spaces were full; there was constant demand and the spaces were almost always full. Sandwell residents were given priority for these spaces.
- People from all backgrounds were represented in refuges (ethnicity, disability, gender etc.) there were no barriers to access identified. The number of LGBTQ+ and Male victims was small. The Police and Crime Commissioner had recently launched a service for these victims.
- Victims who decided to go back home could be referred back to community-based services or could refer themselves. BCWA offered sustainable support but it was an informed choice for victims when leaving a refuge. The Director for Borough Economy explained that it could take a number of times for victims to get out of the cycle of abuse. From victims' testimonies, it took time to build up contacts and support to get separation. Contact could not be forced onto people but BCWA kept their services readily available. It was highlighted that wraparound support was key to breaking the cycle of abuse.
- Anonymised data on the demographics of victims could be circulated to members of the board.
- For those victims who had no recourse to public funds, support was not always possible but BCWA did try to maximise their support where they were able to do so.
- It was highlighted that if a crime had been committed then it should be the perpetrator who was punished rather than the victim. It was important to use the full force of the law and other agencies to ensure that victims could stay in their home.
- Where victims were located was dependent on the makeup of the household; these conversations were initiated early on in the process. For those victims in temporary accommodation outside the borough, moving locations was not as simple. It was an improving picture for those victims, but an exact number could not be given.
- Initially during COVID, victims couldn't come forward to seek support, but reporting increased again after the first few weeks. Of those reports, psychological and financial abuse had become more prevalent.
- The Service Manager for Housing Management highlighted that it was reassuring that there wasn't a shortage of accommodation or bed space during COVID, however opportunities needed to be maximised across the private rented sector.

- It was explained that hidden abuse such as child-parent abuse and male abuse was an increasing concern and reports had been growing.

28/21

Tenant Engagement and Participation

The Business Manager for Community Partnerships provided an overview of the Social Housing White Paper, and explained that it had been introduced by the Government to improve regulation around consumer standards. This White Paper was part of the government's ongoing response to the Grenfell Tower tragedy and the Hackett review. The white paper set out seven key promises to tenants in Social Housing:-

- To be safe in your home
- To know how your landlord is performing and hold it to account
- To have your complaints dealt with promptly and fairly
- To be treated with respect
- To have your voice heard by your landlord
- To have a good quality home and neighbourhood to live in
- To be supported to take a first step to ownership

The Business Manager for Community Partnerships outlined the current structures and commissioned services to support tenants' voice, including the Tenants Complaints Panel, Sandwell Community Information & Participation Services (SCIPS) and the Tenant Review Panel (TRP). The TRP was made up of 9 tenants and 1 leaseholder but currently had 4 vacancies; this had been the case for some considerable time.

A summary of the activity that had taken place to date was provided, following the initial review which was brought to this Scrutiny Board on 30 January 2020. The following was outlined:

- Initial discussions took place with the Cabinet Member for Homes, the Scrutiny Board and the TRP
- Established a working group to explore and codesign different models and structures
- Consultation with existing engagement & participation structures
- The Tpas, a national organisation specialising in tenant engagement, had been engaged as a Critical Friend

- Feedback to Working Group on Consultation and presentation from Tpas on good practice models
- Following above discussions draft Terms of Reference and Engagement Model were presented to the Working Group
- Update provided to Cabinet Member for Homes and TRP
- A Cabinet workshop took place on 10 March 2021
- Cabinet considered and approved the proposals on 24 May 2021

Following approval by Cabinet, the TRP was disbanded and the new Tenant & Leaseholder Scrutiny Group had been established. A new Tenant Involvement model had been created and the Councillor Representative of the Group had been confirmed as the Chair of the Safer Neighbourhoods and Active Communities Scrutiny Board. The Tenant Engagement and Participation Working Group had set up an Implementation Group. This group has undertaken the recruitment and selection process to recruit to the Tenant and Leaseholder Scrutiny Group.

The recruitment process had been codesigned with tenants and leaseholders. The recruitment and selection panel was made up of the Housing Service Manager, Nigel Collumbell, the Chair of SCIPs and a representative from Tpas. A key aim of the process has been to recruit a broad range of representation, a varied approach to the communications on the application process was undertaken to attract the right applicants.

The deadline for applications was 29 October 2021 with interviews scheduled for 1 December 2021. 53 applications had been received in total from across all six towns in the borough.

From the comments and questions raised by members of the Scrutiny Board, the following responses were made, and issues highlighted:

- The Tenant & Leaseholder Scrutiny Group was to be an outside body of the Council. At present, it was unclear how the Group and this Scrutiny board would work together, and it was down to the Chairs to establish how both bodies could work together. The Housing team had worked with Democratic Services to ensure that duplication of work would be avoided. It was envisioned that both bodies could work together and provide members with the opportunity to hear tenants' views directly.

- The Tenant & Leaseholder Scrutiny Group would be public and whatever was to be discussed in meeting would be made available to other residents. The publishing and availability of documents and minutes of each meeting had not yet been covered in the terms of reference for the Group but it was hoped that new technologies could be used to get the communications strategy right from the offset. An annual report would also be reintroduced to provide an overview of the work of the Group in the previous year.
- Officers had tried to ensure that the panel was as diverse as possible by working with faith partners and other voluntary organisations during the advertising stages of recruitment.
- Regarding the recent media coverage on the Council's new Tenancy Agreement, it was confirmed that the item would be brought to the next meeting of this Scrutiny Board. The Service Manager for Housing Management stated that what had been represented did not reflect the Council's intention and hoped that what had been outlined in the meeting had demonstrated that complaints and comments were welcomed by the Council.

Resolved: that the Chair of the Safer Neighbourhoods and Active Communities Scrutiny Board represent the Board on the Tenant & Leaseholder Scrutiny Group.

29/21

Upgrade and Expansion of the CCTV & Concierge Service

The CCTV Control Room Manager presented the report to the Scrutiny Board, outlining that the Cabinet had approved the Housing Revenue Account (HRA) – Housing Investment Programme report on 18 October 2017, which set out a refreshed 10-year HRA investment plan to enable the delivery of new build projects, continued investment into existing stock and communal spaces. The report contained an allocation of £1.2 million to help prevent crime and anti-social behaviour by extending our coverage of CCTV.

A resident consultation on the planned proposals relating to the Upgrade and Expansion of the Council's CCTV & Concierge Service was scheduled to be completed by the end of November 2021 and the phased planning to implement these proposals was now underway.

The current service provided a 24-hour 365-days a year CCTV and

Concierge service to approximately 50% of the Council's high-rise blocks. Residents without access to these services had regularly requested provision which would bring parity of service delivery across all high-rise blocks and would enable all tenants to benefit from the following:-

- Intercoms and door entry systems linked directly to our Control Room.
- Remote controlled access to all high-rise blocks, monitoring of visitors and restricting access to unwanted callers.
- A 24-hour service that linked tenants properties to the Council's control room operators via intercom handsets in their flat which could be used to report repair's, anti-social behaviour and crime, building safety concerns or any other general enquiries relating to their block of flats.
- CCTV monitoring for flatted estates including internal cameras covering ground floor communal spaces, lifts, entrances and surrounding areas.

It was explained that these services made a significant contribution to ensuring community safety and perceptions of safety for residents, not least some of the most vulnerable residents. Over the past year the team had dealt with 101,647 intercom calls via the concierge service, providing additional support and advice to tenants and issuing immediate warnings to those identified as acting in an anti-social manner both within communal areas and outside blocks. CCTV footage had also enabled other sanctions to be taken against identified individuals where this had been necessary.

Currently tenants paid a service charge of £8.57 a week, which consisted of:

- £3.69 for CCTV
- £3.18 for Concierge service
- £1.70 for secure door entry provision

Should all high-rise blocks receive the service the increase in number of tenant's paying a service charge would reduce individual payments to approximately £6.87 per week or £357 per year. These charges were covered by Housing Benefit and the Housing Costs element of Universal Credit for those in receipt of it.

The procurement process was set to take place in the new year and the CCTV Control Room Manager hoped that the scheme would be welcomed by residents.

From the comments and questions raised by members of the Scrutiny Board, the following responses were made, and issues highlighted:

- For those eligible to receive Universal Credit the service charge would come out of their housing costs element.
- Officers had been petitioned several times by residents to receive this service. Approximately 90% of responses to the resident consultation were positive, further detail was outlined in the report. The Service Manager for Housing Management stated that he had never received any negative feedback on the CCTV and Concierge service since he had joined the Council.
- It was felt by members that the cost quoted was fair and that the service was something residents appreciated in Sandwell.
- The Service had begun a benchmarking process to receive an accreditation.
- Councillor Fisher advised the Board that he had arranged a visit to the Control Room. The CCTV Control Room Manager explained that additional measures were now in place due to COVID but that members could book an appointment to visit the Service.

30/21 Cabinet Forward Plan

The Cabinet Forward Plan was noted by the board

31/21 Work Programme

The Democratic Services Officer explained that an additional meeting on the 9 December 2021, had been added to consider the Tenancy Conditions Consultation Feedback. At the Board's next meeting there would also be a detailed discussion to identify additional items for the boards work programme in the new year.

Councillor Fisher stated that the Police and Crime Commissioner had announced they were closing a number of police stations in the borough; Tipton; Wednesbury and Oldbury. He questioned whether the topic could be raised by the Chair or the relevant Cabinet Member as he felt it was important that the station remained open for use by Police Community Support Officers and the community. The Chair noted this requested and stated that it would be taken on board.

Councillor Fisher asked that a petition on a highways crossing and pedestrian crossings more generally be considered on the Work Programme or raised with the relevant Cabinet Member. It was explained that this topic would come under the Terms of Reference of the Economy, Skills, Transport and Environment Scrutiny Board and should be referred to that Board for consideration.

Meeting ended at 7.11 pm

Contact: democratic_services@sandwell.gov.uk

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Report to Safer Neighbourhoods and Active Communities Scrutiny Board

09 December 2021

Subject:	Review of Tenancy Conditions
Director:	Gillian Douglas - Director of Housing
Contact Officer:	Neville Rowe Housing Strategy & Research Manager, neville_rowe@sandwell.gov.uk

1 Recommendations

- 1.1 That the Scrutiny Board considers the progress made to date in reviewing the Council's Tenancy Conditions and the results of the statutory consultation exercise.
- 1.2 That the Scrutiny Board considers and comments on the information presented and the plans to take forward the review of tenancy conditions.



2 Reasons for Recommendations

- 2.1 The Council has recently concluded a statutory consultation regarding proposed amendments to the Council's Tenancy Agreement. The Tenancy Agreement is the legal contract between the Council and tenant and details the tenant's rights and responsibilities and the Council's rights and responsibilities. Officers have received just short of 1,600 responses (1,597) and this report details the issues raised in the consultation together with the Council's proposed response to the feedback.
- 2.2 Last reviewed in 2009, the current tenancy conditions have been reviewed to both update them and align them with the modernisation of the Council's Housing Service. In addition, and looking ahead, the



Council needs to ensure that the conditions are fit for purpose specifically to support the sustainment of tenancies, to continue to tackle anti-social behaviour, to help the Council to maintain housing standards and to contribute toward preventing homelessness.

3 How does this deliver objectives of the Corporate Plan?

	<p>Strong resilient communities Feeling safe at home and in the local community is fundamental to living well and to strong community relationships. The Tenancy Agreement supports this objective.</p>
	<p>Quality homes in thriving neighbourhoods Having a warm, safe and secure home is key for improving living standards. There are approximately twenty-eight thousand local authority homes in Sandwell. The council has a strong commitment to continually improve the housing environment and housing services and the revised Tenancy Conditions will support this objective.</p>

4 Context and Key Issues

- 4.1 The Council has recently concluded a statutory consultation regarding proposed amendments to the Council's Tenancy Agreement with a series of proposed amendments with a view to making the conditions fit for the foreseeable future. In accordance with legislation the statutory consultation notice (Preliminary Notice and attached as Appendix 1) was sent to all tenants the week commencing 18 October 2021 with a closing date of 12 November 2021 for receipt of responses. A detailed overview of the feedback received from tenants is set out in this report.
- 4.2 In compliance with Section 103 of the Housing Act 1985, the Preliminary Notice invited tenants to comment on the proposed changes and tenants had the opportunity to respond in three ways:
1. By completing a free text questionnaire via a dedicated consultation webpage on the Council website
 2. By e-mail using a dedicated e-mail address
 3. By completing a feedback form at the back of the Preliminary Notice and forwarding it to the Roway Lane postal address.



4.3 In summary, the main changes being proposed cover:

- Clarifying that the Council is not responsible for dividing fences (other than privacy panels).
- Restricting tenancy succession rights to spouses, civil partners and common law partners for tenancies that commenced after 01 April 2012.
- A requirement to pay rent in advance and encouraging the use of Direct Debit to pay rent.
- The ability of the Council to recover costs from the tenant if taken to court when not meeting the obligations of the Tenancy Agreement.
- Stipulating that the Council will take action against persons providing false information or withholding of information that has enabled them to secure a home.
- Tenant responsibilities covering solid fuel appliances, fob keys and door entry systems, the installation and use of CCTV systems, and for damage to neighbouring properties caused by a tenant.
- Setting out the grounds for emergency access to properties and the grounds for allowing the Council to access a property when carrying out repairs to neighbouring properties.
- Making the possession of taser or stun guns, abstracting electricity, benefit fraud, the dumping of rubbish and causing unnecessary suffering to animals a breach of tenancy conditions.
- Being clear that the Council will take action where social media or any other form of communication is used to abuse, threaten or harass Council employees, contractors or agents.

4.4 In total 1,597 responses to the consultation were received. This represents a response rate of 5% and represents a robust sample on which to base conclusions. The Council is very grateful to all those who took the time to take part in the consultation. Of note:

- 82% (1,309) of respondents answered 'Yes' to '*Do you agree to the proposed changes in the agreement*' with no further comment. A further 21 respondents answered 'No' with no further comment.



- 95 answered 'Yes' to the proposals and added comment, 70 answered 'No' with comment and 102 made comment only. In total 88% of respondents agreed with the proposals
- The amendment receiving the highest volume of objection was Condition 5.2, Paying Rent in Advance, with 52 (3% of all respondents) in total objecting to this requirement. The second highest volume of objections was to Condition 4.11 - the proposal to restrict tenancy succession rights to spouses, civil partners and common law partners for tenancies that commenced after 01 April 2012. This attracted a total of 27 (2% of all respondents) objections. The next highest volume of concerns and objections related to who should take responsibility for fencing between properties (excluding privacy panels). This attracted 8 critical comments where the view was that the Council should take responsibility and refers to Condition 3.6 Note 'e'.
- In addition to the above responses the proposed Condition 10.10 involving the use of Social Media generated a considerable amount of media interest. From the consultation itself, the Council received 7 comments, 6 against and 1 in support.

A more detailed breakdown of the consultation feedback is set out at Appendix 2. The proposed new Tenancy Conditions, with amended or added text highlighted in red, is attached as Appendix 3.

- 4.5. In line with the other three Black Country local authorities (Walsall Housing Group in the case of Walsall), Condition 5.2 proposes that rent should be 'payable in advance'. A key aim of this condition is to enhance the financial resilience of the customer base by changing payment culture, ensuring tenants understand their rental obligations and to protect their home by developing a 'rent first' culture. By introducing this condition other landlords have found that this has led to a payment culture that protects the tenant from arrears and safeguards their tenancy particularly if income fluctuates.
- 4.6 When Condition 5.2 is adopted the Council intends to take proactive steps to encourage and support tenants to get their accounts in credit by providing budgeting and benefits support and where necessary by agreeing reasonable and achievable payment plans. To be clear, this condition will not be used to take enforcement action against tenants who cannot pay their rent in advance, enforcement action will only be



taken in circumstances where tenants either do not pay their rent or consistently pay it late. Aside of this latter group, interventions and actions will be aimed at supporting and nudging tenants toward achieving payment in advance.

- 4.7 Since 01 April 2012, the 2011 Localism Act has amended the statutory succession rights of new tenants to the spouse or civil partner of the deceased tenant. The council landlord may, at its discretion, contractually provide for more extensive succession rights to other family members. The proposed Condition 4.14 proposes to amend the existing Tenancy Conditions to the statutory rights of succession only.
- 4.8 Within the Council's housing stock the highest levels of need and demand is experienced in the larger stock (three or more bedrooms) and the driver behind the above proposal is to enhance the Council's ability to make the best use of its current stock and to restrict where possible properties being succeeded to where the remaining household leaves two or more bedrooms unused because of household size. The Council's Housing Allocations Policy covers Non-Successors left in occupation (Section F) and provides that Non-Successors left in occupation are granted a new Introductory Tenancy in the same property so long as the household is under-occupying the property by not more than one bedroom. For those under-occupying by two bedrooms or more a Band Two priority is awarded within the Housing Allocations Policy to enable the said household to move to accommodation more appropriate to their needs.
- 4.9 Since the current conditions were introduced officers have noted that the issue of fencing and the responsibilities thereof is regularly questioned. Condition 3.6 Note 'e' seeks to clarify this matter by stating that the Council is not responsible for any dividing fences between the tenant and their neighbour other than privacy panels which is usually the first panel of the fence. This is not a change to tenants' current responsibilities which already includes dividing fences. Rather, it is a clarification to help tenants understand their responsibilities.
- 4.10 Of note, from a cost perspective it is estimated that if the Council took full responsibility for fencing, then from a stock base of twenty-eight thousand units the cost could exceed £50 million to replace fencing as it comes up for replacement. It should be noted that new tenants on low income can apply under the Property Allowance Scheme for support in replacing fencing.



- 4.11 The proposed Condition 10.10 involving the misuse of social media has generated a considerable amount of media interest. However, from the consultation itself, the Council received 7 comments from tenants, 6 against and 1 in support of the clause. This constitutes an objection rate of 0.4% of all respondents. Council employees, contractors and agents have the right to carry out their duties in an environment free from violence, threatening, harassing or abusive behaviour and to be clear the intention of the proposal is solely and exclusively aimed at supporting that fundamental right. To ensure clarity in this context it is proposed to amend the proposed condition to:

You must not use social media or any other form of communication to abuse, threaten or harass Council employees, contractors or agents.

- 4.12 Looking ahead, Cabinet will be asked to approve the draft amendments, taking full account of the responses from the statutory consultation and the recommendations of this Scrutiny Board. Once Cabinet has approved the amendments a Notice of Variation will then be served on all Council tenants informing them of how their conditions have changed and when the new conditions will take effect. In compliance with legislation, all tenants will be given at least four weeks' notice of when the new conditions will take effect.

5 Alternative Options

- 5.1 There are no alternative options other than to retain the current Tenancy Conditions that took effect from October 2009.



6 Implications

Resources:	<p>Costs have been incurred as part of the consultation process together with the future service of the revised tenancy conditions and the accompanying Notice of Variation (the latter of which needs to be served under the 1985 Housing Act). These costs will be funded from the Housing Revenue Account.</p> <p>Apart from acquiring a familiarity with the revised conditions, there will be no training implications or associated costs for staff.</p> <p>Once implemented, the revised conditions will assist the Housing Revenue Account by supporting the Council's Housing Service, for example in making tenancies more sustainable and in tackling anti-social behaviour.</p>
Legal and Governance:	<p>In accordance with legislation the statutory consultation notice (Preliminary Notice and attached as Appendix 1) was sent to all tenants the week commencing 18 October 2021 with a closing date of 12 November 2021 for receipt of responses.</p> <p>Looking ahead, Cabinet will be asked to approve the draft amendments and subsequently a Notice of Variation will then be served on all tenants informing them of how their conditions have changed and when the new conditions will take effect. All tenants will be given at least four weeks' notice of when the new conditions will take effect.</p>
Risk:	<p>The revised Tenancy Agreement has been drafted in conjunction with the Council's Legal Team and now that the wider statutory tenant consultation has closed no significant risks have been identified in the revised draft conditions presented to this Board.</p>
Equality:	<p>In compliance with Section 103 of the Housing Act 1985, a Preliminary Notice has been served on every Council tenant in the borough (Appendix 1). This</p>



	<p>Notice outlined in detail the proposed changes and encouraged persons to forward their comments and concerns via a choice of three sources as set out in Section 4.2.</p> <p>Feedback has largely been both positive and constructive and has reached a credible response rate of 5%. Of note, the Preliminary Notice contained a strapline in eleven community languages and where requested notices were sent out incorporating large text (Font size 22). Regarding the Protected Characteristics no adverse impacts were identified.</p>
Health and Wellbeing:	The health and wellbeing benefits of living in a decent sustainable home are well documented in improving a wide range of both physical and mental health determinants. The Tenancy Agreement supports this objective by supporting the sustainment of tenancies, continuing to tackle anti-social behaviour and helping the Council to maintain housing standards.
Social Value	As identified above

7. Appendices

Appendix 1: Copy of Preliminary Notice

Appendix 2: Summary of feedback received from Preliminary Notice

Appendix 3: Copy of new proposed Tenancy Conditions

8. Background Papers

None



Appendix One: Copy of Preliminary Notice



Dear Tenant,

Preliminary Notice of Variation to your Tenancy Agreement (Housing Act 1985, Section 103) - proposed changes to your Tenancy Agreement.

We are writing to let you know that we are proposing to make some changes to your Tenancy Agreement. Under the Housing Act 1985 we have a legal responsibility to consult with you when we are proposing to make any such changes. Your Tenancy Agreement is a very important document as it is the legal contract between you and us, and lists your rights and responsibilities and our rights and responsibilities.

This letter is the formal Preliminary Notice to you. It sets out the changes we are proposing to make to your Tenancy Agreement. Following the consultation, we will consider all the comments we receive. The closing date for you to get back to us about the proposed changes is **Friday 12 November 2021**.

In summary, the main changes we are proposing to make cover:

- Our commitment to making information available to you describing our work and performance.
- Clarifying that the Council is not responsible for dividing fences (other than privacy panels).
- Restricting tenancy succession rights to spouses, civil partners and common law partners for tenancies that commenced after 01 April 2012.
- A requirement to pay rent in advance and encouraging the use of Direct Debit to pay rent.
- Recovering any costs from you if we take you to Court or if someone else seeks costs from us as a consequence of you not meeting the obligations of your Tenancy Agreement.

- A requirement for you to keep the Council informed of any changes to your household, for example where someone moves in or moves out of your home.
- The Council taking action against you when any false information or withholding of information has enabled you to rent your home from the Council.
- Introducing conditions for you to comply with both the legal requirements and those set by the Council when making approved alterations to your property.
- Tenant responsibilities covering solid fuel appliances, fob keys and door entry systems, the installation and use of CCTV systems, and damage to neighbouring properties caused by a tenant.
- When carrying out major repairs and where necessary, requiring you to move to alternative accommodation in order for the works to be completed.
- Prohibiting smoking whilst council employees/agents are in attendance when such a request is made.
- Setting out the grounds for emergency access to your home and the grounds for allowing the Council to access your home when we need to carry out repairs to neighbouring properties.
- Making the possession of taser or stun guns, abstracting electricity, benefit fraud, the dumping of rubbish and causing unnecessary suffering to animals a breach of your Tenancy Agreement.
- Being clear that the Council will take action where social media is used to threaten, harass, abuse or make false statements towards Council employees, contractors, agents or councillors.

What happens next?

You can view the existing Tenancy Agreement together with a copy of the proposed new Tenancy Agreement on the Council's website at **www.sandwell.gov.uk/consultation**. The exact proposed changes are detailed below.

You will not be asked to sign a new Tenancy Agreement, but you should be aware that these proposed changes if agreed will apply to you from the date that the new tenancy conditions take effect. We will be writing to you again to let you know when any of these changes will apply.

Please read the proposed changes as set out overleaf. You can make any comments or suggestions about the proposed changes in the following ways:

- **by completing the on-line feedback form at:**
sandwell.gov.uk/consultation
- **by e-mailing us at:** housing_strategy@sandwell.gov.uk
- **by completing the enclosed feedback form at the back of this document and returning it to the following address:**

Tenancy Conditions Consultation,
Sandwell Council,
Operations and Development Centre,
Roway Lane, Oldbury, B69 3ES

The closing date for you to get back to us about the proposed changes is **Friday 12 November 2021**.

We will consider all comments we receive. Following this we will make a decision about the proposed changes and, if the proposals are approved, we will send you a copy of your new Tenancy Conditions and the Notice of Variation (Housing Act 1985, Section 103). When we do this, you will also be advised of the date that the changes take effect.

ENGLISH

This document is very important. It sets out proposals to change your tenancy conditions. If you have difficulty reading or understanding English, please contact someone who can help you.

ARABIC	هذه الوثيقة مهمة جدا. فهي تحدد مقترحات لتغيير شروط عقد إيجار. إذا كنت تواجه صعوبة في قراءة اللغة الإنجليزية أو فهمها، فيرجى الاتصال بشخص يمكنه مساعدتك في ذلك.
BENGALI	এই ডকুমেন্টটি খুবই গুরুত্বপূর্ণ। আপনার টেন্যান্সি এগ্রিমেন্টের (বাড়ি ভাড়া চুক্তিপত্রের) শর্তাবলী পরিবর্তন করার প্রস্তাব এই ডকুমেন্টে ব্যাখ্যা করা আছে। যদি ইংরেজিতে এটি পড়তে বা বুঝতে অসুবিধা হয়, তবে অনুগ্রহ করে এমন কারোর সাথে যোগাযোগ করুন যিনি আপনাকে বুঝতে সহায়তা করতে পারবেন।
CHINESE (S)	这份文件非常重要。文件列出了租赁条件变更的提案/建议。 如果您在英语阅读或理解方面有困难，请找人帮忙。
CHINESE (T)	這份文件非常重要。文件列出了租賃條件變更的提案/建議。 如果您在英語閱讀或理解方面有困難，請找人幫忙。
HINDI	यह दस्तावेज़ बहुत महत्वपूर्ण है। यह आपकी किरायेदारी की शर्तों को बदलने के प्रस्तावों को निर्धारित करता है। यदि आपको अंग्रेजी पढ़ने या समझने में कठिनाई होती है, तो कृपया किसी ऐसे व्यक्ति से संपर्क करें जो आपकी सहायता कर सके।
KURDISH	ئەم بەلگەنامە یە زۆر گرنگە. ئەمە پێشنیاری تێدا خراومەتە ڕوو بو گۆڕینی مەرجەکانی کرێچیتییەکت. ئەگەر کێشەت هەیە بۆ خوێندنەوە یان تێگەیشتنی ئینگلیزی، تکایە پەیوەندی بە کەسێکەوە بکە کە بتوانێت یارمەتیت بدات.
POLISH	Ten dokument jest bardzo ważny. Zawiera propozycje zmiany warunków najmu. Jeśli ma Pan/Pani trudności z czytaniem lub zrozumieniem języka angielskiego, proszę skontaktować się z kimś, kto może w tym pomóc.
PUNJABI	ਇਹ ਦਸਤਾਵੇਜ਼ ਬਹੁਤ ਮਹੱਤਵਪੂਰਨ ਹੈ। ਇਹ ਤੁਹਾਡੀ ਿਕਰਾਏਦਾਰੀ ਦੀਆਂ ਸ਼ਰਤਾਂ ਬਦਲਣ ਲਈ ਪਰਸਤਾਵ ਪੇਸ਼ ਕਰਦਾ ਹੈ। ਜੇ ਤੁਹਾ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹਨ ਜਾਂ ਸਮਝਣ ਵਿੱਚ ਮੁਸ਼ਕਲ ਆ ਚੀ ਹੈ, ਤਾਂ ਿਕਰਪਾ ਕਰਕੇ ਿਕਸੇ ਨਾਲ ਸੰਪਰਕ ਕਰੋ ਜੇ ਤੁਹਾਡੀ ਮਦਦ ਕਰ ਸਕਦਾ ਹੈ।
PUSHTO	داسند ډیر مهم دی. په دی سند کی ستاسودکرایي دشرایطو بدلول لپاره وړاندیزونه تشریح شوی دی. که تاسودانگلیسی په لوستلو یا پوهیدو کی ستونزه لری، مهرباني وکړی له هغه چا سره چه درسه مرسته کولی شی اړیکه ونیسی.
ROMANIAN	Acest document este foarte important. Vă explică propunerile de modificare a condițiilor dvs. de închiriere. Dacă vă este greu să citiți sau să înțelegeți engleza, contactați pe cineva care vă poate ajuta.
URDU	یہ دستاویز بہت اہم ہے۔ یہ آپ کی کرایہ داری کی شرائط تبدیل کرنے کی تجاویز پیش کرتا ہے۔ اگر آپ کو انگریزی زبان پڑھنے یا سمجھنے میں دشواری کا سامنا ہو تو مہربانی فرما کر کسی ایسے شخص سے رابطہ فرمائیں جو آپ کی مدد کر سکتا ہو۔

PROPOSED CHANGES TO YOUR TENANCY AGREEMENT

It is important to state that the *Notes* in the Tenancy Agreement are for guidance only and do not form part of the conditions of tenancy. For consistency, some tenancy conditions that remain unchanged have been renumbered.

SECTION THREE: OUR RESPONSIBILITIES:

Condition 3.3 amended to:

We will make available information describing our work, performance and how we spend money across the housing service.

New note added: We will publish this information on our website or provide a paper copy on request.

Condition 3.5: We will tell you, in writing, at least four weeks before any change in either your rent or service charge.

New note added: Change includes additions, deletions, increases, decreases and/or variations. Some tenants pay service charges as part of their rent.

Condition 3.6: We will keep in repair the structure and exterior of your property (including drains, gutters and outside pipes).

Revised notes inserted: We are not responsible for any dividing fences between you and your neighbour other than privacy panels which is usually the first panel of the fence. We may ask you to remove any fencing or boundary structure you have erected if in our opinion it is dangerous, it causes a nuisance, or encroaches onto another property. If you do not remove it we may do so and charge you a reasonable cost.

Condition 3.10: We must carry out the repairs which we are responsible for within a reasonable time, and we must clear up after carrying out any work.

New Note added: Removing carpets, laminates or floor coverings to enable repairs to be undertaken is your responsibility. This also

applies to furniture. In certain cases of exceptional hardship, we may do these jobs and tasks for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks.

Condition 3.12 amended to:

Any dispute arising under the terms of the tenancy agreement, except those under section 10, can be referred to the arbitration panel.

SECTION FOUR: YOUR RIGHTS AS A TENANT

Condition 4.1 amended to:

You have the right to access your personal information we hold in relation to your tenancy subject to any exemptions set out in legislation, regulations or guidance.

Condition 4.4 amended to:

If we are responsible for repairs, you have the right to have them carried out within a reasonable timescale and to a satisfactory standard.

Condition 4.6 deleted

Condition 4.7 renumbered to 4.6

Condition 4.8 renumbered to 4.7 and amended to:

You have the right to apply for a transfer to another council property as determined by our housing allocations policy.

Revised note inserted: Finding a new property depends on how urgent your housing need is and what accommodation is available.

Condition 4.14 renumbered to 4.11 and amended to:

Subject to any changes in legislation, if you are a sole secure tenant or a sole introductory tenant, the tenancy will pass on your death to your husband, wife, civil partner or person living with you

as husband or wife, or person living with you as a civil partner. If your tenancy commenced prior to 01 April 2012 a family member as defined by the Housing Act 1985 would also be entitled to succeed.

Revised notes inserted - Your husband, wife, civil partner or person living with you as husband or wife or civil partner would not be able to succeed to your tenancy (take over) if you had previously succeeded to the tenancy yourself. If your tenancy commenced after 01 April 2012, a family member will not be entitled to succeed to the tenancy.

SECTION FIVE: RENT

Condition 5.2 amended to:

You must pay your rent in advance

Revised notes inserted: You must pay your rent and any other charges on demand. Your rent is due in advance on the Monday of each week but you can pay in advance every two weeks, four weeks or every month if you prefer.

Some tenants pay for extra services as part of their rent. We will record the amount on your tenancy agreement.

We would encourage you to pay your rent by setting up a Direct Debit. We can help you do this

If you do not pay your rent, or pay it consistently late, we can go to court to get an order to evict you from your home. You may be responsible for any costs involved in bringing court action against you.

New condition 5.6 added:

If you are entitled to Universal Credit, you must tell the Department for Work and Pensions as soon as possible about any changes to your circumstances which may affect your entitlement to Universal Credit.

New condition 5.7 added:

You, or people living with you or persons associated with your property must not claim or attempt to claim any state benefits either recklessly, negligently or dishonestly

New note added: This applies to all welfare benefits including housing benefit. If you, or a person living with you, or any other person associated with your property engages in such activities we may seek possession of your property

SECTION SIX: ENDING YOUR TENANCY

Condition 6.2 divided into three new conditions:

Condition 6.2: We will give you at least four weeks' notice in writing if we are going to end your tenancy.

Condition 6.3: If we send you a written notice it will be validly and effectively served, whether or not it comes to your attention, if either by posting it or delivering it by hand to your property or to your last known address, or handing it to you in person, or fixing it to your property, or leaving it at your property, or by electronic communication.

New note added: Electronic communication includes but is not limited to: email, social media, text, internet messaging, facsimile and websites

Condition 6.4: If we issue legal proceedings against you in relation to your responsibilities under this tenancy agreement, the claim form will be validly and effectively served whether or not it comes to your attention, if either by posting it to your property; leaving it at your property; handing it to you in person; fixing it to your property; or by electronic communication, or by any other method allowed by the relevant court rules or legislation.

Condition 6.8 amended to:

You must not leave any of your belongings in your property when you leave. If we find any personal belongings in the property after you have left, we may store them or dispose of them and charge

you for doing so. If we have had to pay a storage charge, you will have to pay us this before we will return your belongings to you.

New Condition 6.9 added:

You must pay all costs, charges and expenses, including legal costs, which the Council has incurred in, or in contemplation of, any proceedings relating to your tenancy or property.

New note added: For example, if the Council has taken you to court the Council will seek to recover legal costs against you.

New Condition 6.10 added:

You must compensate or repay the Council against all actions, proceedings, costs, losses, arrears, expenses, liabilities, claims and demands arising out of any failure by you, persons residing at your property, or any visitors in observing or performing any obligations of the tenancy.

New notes added: If a third party suffers any loss either as a result of your conduct, or persons living at your property, or by your visitors and seeks to recover those losses from the Council the Council will recover these costs from you.

We may move any credit balance from any account you have with us to pay off any sum that you owe to the Council. A credit balance includes any compensation that the Council has agreed to pay you.

SECTION SEVEN: PROPERTY

Condition 7.1 You must act in a “tenant like manner”.

Revised Note added:

A ‘tenant like manner’ means you must take proper care of your property and carry out those minor jobs and tasks that are necessary to keep your property in a reasonable condition. In certain cases of exceptional hardship, we may do the minor jobs for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks.

Condition 7.2 renumbered to condition 7.3 and amended to:

You must not have more people living in your property than the permitted number allowed.

New Condition 7.2 added:

You must keep the Council informed of any changes to your household.

New note added: This includes notifying the Council of any changes in persons staying in your property - either moving in or moving out. Failure to declare any changes may result in legal action being taken against you.

Condition 7.3 renumbered to condition 7.4 You must not sublet, assign or part with possession of your property, or any part of your property, without getting our permission in writing

New note added: Sub-letting means that someone pays you rent to have the right to live in part of your property. You cannot sublet all of your property. If you are found to have sublet all of your property the Council will seek possession of your property. The Prevention of Fraud Act 2013 makes subletting a criminal offence. If evidence of subletting is found you may be prosecuted as well.

Condition 7.5 renumbered to condition 7.7 and amended to read:

You must let us know if you are going to be away from your property for an extended period.

New Condition 7.5 added:

You, people living with you and any other person must not give false information or withhold information relevant to a housing application or any other application related to the tenancy or your property.

New note added: The Council will seek to evict any tenant who gives false information or withholds information relevant to their housing application or any other application related to housing

which includes but is not limited to the right to buy, transfers, mutual exchanges or housing benefit claims.

Condition 7.10 renumbered to condition 7.11. If you live in a flat or maisonette, you, people living with you and any visitors to your property must not damage or interfere with security and safety equipment in shared blocks.

New note added: Security doors, fire doors and shared doors must not be jammed open and you should not let strangers in without seeing their identification.

Condition 7.12 renumbered to condition 7.14 and amended to:

You must always operate your trade or business within the terms of the permission granted. If you do not, we will withdraw the permission and/or take appropriate legal action against you.

Condition 7.13 renumbered to condition 7.15: You must get our permission in writing before you make any alterations to your property.

New note added: Alterations include, but are not limited to, any structural changes, installing CCTV cameras, security lighting, showers, laminate flooring, solid fuel appliances, outside TV aerials and satellite dishes, and putting up any fences, sheds or other structures on your property.

Condition 7.14 renumbered to 7.20: You must not keep any illegal or unlicensed firearms at your property.

New note added: This includes all taser weapons, stun guns, CS Gas and all weapons classified under Section 5 of the Firearms Act 1968.

New Condition 7.16 added:

You must comply with any conditions imposed by us if you are granted permission to make alterations to your property.

New note added: If you fail to comply with any conditions imposed as part of being granted permission we will take action against you which could mean seeking possession of your property.

New Condition 7.17 added:

You must comply with any legislation, regulations or guidance when making alterations to your property with our written permission.

New note added: If you make any improvements or alterations to your property that are in breach of any legislation, regulations or guidance we may:

- tell you to return your property to how it was before; or
- carry out the work and charge you for doing it; or
- take legal action against you which could mean seeking possession of your property.

New Condition 7.18 added:

You, people living with you and any visitors to your property must not make any alterations to shared or communal areas.

New note added: This includes but is not limited to erecting sheds and fences on shared or communal areas

New Condition 7.19 added:

You, people living with you and visitors must not misuse fob keys and door entry systems.

New note added: Misuse of door entry systems includes repeatedly buzzing door entry systems

SECTION EIGHT: ACCESS TO YOUR PROPERTY**Condition 8.1 amended to:**

You must allow our officers, agents or workforce to enter your property to inspect the condition, state of repairs, decoration or cleanliness of your property, or to carry out repairs, maintenance, services or improvements at any reasonable time of the day

New note added: When carrying out their duties our employees and tradespersons have a right to work in a smoke free

environment. Upon request from a council officer or tradesperson working for the council, you, people living with you and any visitors to your property must not smoke whilst the officer or tradesperson are in attendance at your property. If you fail to respect this request the officer or tradesperson reserves the right to leave your property without completing the purpose of the visit, including completing works to your property.

Condition 8.3 renumbered to Condition 8.5. You must allow our officers, agents or workforce to enter your property in an emergency. We will force entry if you are not available in these circumstances.

Note amended: An emergency is where we will need to take immediate action to limit the damage to your property or another property, or where we believe there is a risk to public health. This includes but is not limited to instances of serious water leaks, gas leaks, fears for the health and safety of the tenant or any other person and cruelty to, or neglect of animals.

New Condition 8.3 added:

You must allow our officers, agents or workforce to enter your property to carry out an electrical safety check at any reasonable time of the day.

New note added: If you fail to let us into your property to carry out an electrical safety check after requests to do so, we may have to force entry to prevent any risk to public health and safety. Where we do have to force entry, we will charge you for doing so.

New Condition 8.4 added:

You must take all reasonable steps to ensure that access is given to your property when an appointment has been made.

New note added: If you do not allow us into your property after we have given you reasonable notice, we may take legal action to enter your property and you may be responsible for paying our costs in doing so.

If you arrange for another person to allow our officers to access your property for a pre-arranged appointment because you cannot

be there yourself, you must ensure that the person concerned is aged 18 or above.

New Condition 8.6 added:

You must allow our officers, agents or workforce reasonable access to your property to carry out necessary works to a neighbouring property.

New note added: We will give you reasonable notice of the date(s) when we require access. If you fail to let us into your property after requests to do so, we may have to force entry to prevent any risk to public health and safety or damage to your or a neighbouring property. Where we do have to force entry, we will charge you for doing so.

SECTION NINE: MAINTENANCE AND REPAIRS

Condition 9.2 amended to:

You must use the fixtures in your property responsibly and carry out minor repairs and tasks.

Condition 9.3 You are responsible for decorating the inside of your property

New note added: Following a repair to your property, it is your responsibility to carry out any decorating, for example if a ceiling is re-plastered it is not our responsibility to paint it.

New Condition 9.4 added:

You and any member of your household must not allow an accumulation of personal property or rubbish or other items in your property that:

- a) causes or is likely to cause damage or deterioration to your property; or
- b) poses an environmental health risk, a health and safety risk or a fire risk; or,
- c) prevents safe access or exit from your property.

New Condition 9.5 added:

You must keep your property in such a condition that it does not damage, or cause a nuisance or annoyance to other property.

New note added: If you fail to maintain your property you will be recharged for any damage caused. If any action is taken against the Council due to your failure the Council will seek to recover the losses from you.

New Condition 9.7 added:

You, people living with you and any visitors to your property must not dispose of rubbish inappropriately and must not leave any rubbish, waste or household items in communal or shared areas.

New note added: We will re-charge you for the removal of any items left by you in communal areas. This does not apply to rubbish, waste or household items stored in designated areas.

Condition 9.9 renumbered to 9.12 You must make sure that your property has suitable ventilation, either by using an extractor fan (if fitted) or by opening windows (or both).

New note added: Condensation caused by you in failing to ventilate your property is not our responsibility.

New Condition 9.9 added:

You, people living with you and any visitors to your property must not tamper or interfere with the gas, electricity or water supplies or with any meters supplying your property.

New note added: The supply includes any installation or fittings whether inside or outside of the property.

New Condition 9.23 added:

You must move to alternative accommodation when requested to do so if we need to carry out works to your property

New note added: In certain circumstances, you may have to leave your property if, for example, we need to do major repair work. If

you need to leave your property, we will offer you suitable alternative accommodation while we carry out the work. The accommodation could be permanent or temporary.

New Condition 9.24 added:

You must move back to your original property once we have completed any works to your property, unless you have had to move because we have demolished your original property, in which case we will move you to another property that we have identified as suitable for your needs.

SECTION TEN: ANTI-SOCIAL BEHAVIOUR

Condition 10.1 amended to read:

You, people living with you and any visitors to your property (including children) must not engage in conduct causing or likely to cause harassment, alarm or distress or a nuisance or annoyance, to other tenants, residents, their families, lodgers, visitors or any other person engaged in a lawful activity in the locality or neighbourhood of your property.

Note amended to include cultivating or selling drugs as examples of nuisance

Condition 10.3 amended to:

You, people living with you and any visitors to your property (including children) must not incite hatred, discriminate against, intimidate or harass any other person or group because of their colour, race, ethnic or national origin, gender, sexual orientation, age, physical or mental disability, or religious belief.

Note amended to include alarm or distress

Condition 10.4 You, people living with you and any visitors to your property (including children) must not use your property or any shared area, for any criminal, immoral or illegal purpose.

Note amended to include abstracting electricity and engaging in housing or benefit fraud as criminal and illegal activities

Condition 10.8 You, people living with you and any visitors to your property (including children) must not damage or put graffiti on our property. You will have to pay for any repair or replacement.

New note added: This includes damage to shared and communal areas.

Condition 10.9 amended to read:

You, people living with you and any visitors to your property (including children) must not commit, cause or allow acts of physical abuse, verbal abuse or harassment towards our employees, agents, contractors, or councillors.

Condition 10.10 renumbered to 10.11 You, people living with you and any visitors to your property must not inflict domestic abuse against your partner or another member of your family or household.

New note added:

Domestic abuse is any incident of controlling, coercive, threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between adults aged 16 or over who are or have been intimate partners or family members, regardless of gender or sexuality.

If someone responsible for domestic abuse continues to live in one of our properties (and the victim has been forced to leave the property as a result of the abuse), we will use our legal powers where appropriate. We will utilise a range of tools and powers at our disposal to appropriately support domestic abuse victims and manage perpetrators.

New Condition 10.10 added:

You, people living with you and any visitors to your property must not use social media or any other form of communication to make false statements, abuse, threaten, harass or be derogatory towards Council employees, contractors, agents or councillors

New note added: Communication includes telephone calls, text messages, e-mails or posting comments on social media. This condition applies wherever the communication takes place.

SECTION ELEVEN: VEHICLES

New Condition 11.11 added:

You, people living with you and any visitors to your property must not leave any vehicle that does not have a valid M.O.T. or road tax on a shared or communal car park without written permission. Any such vehicle will be removed and the owner re-charged for the cost of removing the vehicle.

SECTION TWELVE: ANIMALS

New Condition 12.6 added:

You, people living with you or any visitors to your property must not mistreat, neglect, abuse or harm any animal at your property or within the locality of your property.

New note added: We will also report any such instances to the RSPCA and the Police

Tenancy Agreement – Preliminary Notice of Variation **Feedback Form**

As detailed elsewhere in this notice, we are keen to hear your views about the proposals to change your Tenancy Agreement. This is your opportunity to give us your feedback and to have your views considered.

Please return this form to us by **12 November 2021** at:

Tenancy Conditions consultation,
Sandwell Council,
Operations and Development Centre,
Roway Lane,
Oldbury,
B69 3ES

Do you agree with the proposed changes in the agreement?

YES/NO

Do you have any comments? If YES please complete in the table below:

<u>Section</u>	<u>Comments</u>
Three – Our Responsibilities	
Four – Your rights as a tenant	
Five – Rent	
Six – Ending your tenancy	

<u>Section</u>	<u>Comments</u>
Seven – Property	
Eight – Access to your property	
Nine – Maintenance and repairs	
Ten – Anti-social behaviour	
Eleven – Vehicles	
Twelve – Animals	

Your details:

Name:	
Address:	

Appendix Two: Summary of feedback received from Preliminary Notice

<u>Answered YES to proposals with no further comment</u>	<u>Answered NO to proposals with no further comment</u>
1309	21
<u>Answered YES to proposals with further comment</u>	<u>Answered NO to proposals with further comment</u>
95	70
No Yes or No answer – either signed and/or a comment/suggestion or question enclosed	
102	
<u>Section</u>	<u>Comments</u>
Three – Our Responsibilities	<p>Four weeks deemed insufficient notice before any change in either rent or service charge</p> <p>Fences should be the responsibility of the Council x8</p> <p>Central heating systems installed by the council should be included in the Council's responsibility</p> <p>Re proposal 3.10 need to define 'reasonable time' for carrying out repairs x6</p> <p>Concern expressed about tenant's ability to remove furniture & carpets prior to a repair being completed</p> <p>View taken that the Council trying to avoid/diminish responsibilities x3</p> <p>View taken that drains and guttering should be the Council's responsibility</p> <p>Re 3.10g the responsibility to remove carpets or laminate flooring should not be the tenant's responsibility if the underlying problem is not caused by the tenant x3</p>

Four – Your rights as a tenant	<p>Concern that removing succession rights could make people homeless x2</p> <p>Objection to limiting succession rights x25</p> <p>Concerns around ability of some households to decorate property owing to poor health</p>
Five – Rent	<p>A total of 52 objections to proposed condition 5.2 received to Paying Rent in Advance</p> <p>Should be able to negotiate if not in a position to pay the rent x2</p> <p>Support to pay rent in advance x2</p> <p>Criticism at removal of rent free weeks</p> <p>View that court costs should not be imposed on people</p> <p>Criticism that the Council needs to assist tenants more in terms of being clear as to how much rent is due</p>
Six – Ending your tenancy	<p>Objection to using social media as way of serving notice x5</p> <p>Criticism of condition 6.9 to pay all costs, charges and expenses, including legal costs, which the Council has incurred in, or in contemplation of, any proceedings relating to my tenancy or property (x2)</p> <p>Support of condition 6.9 to pay all costs, charges and expenses, including legal costs, which the Council has incurred in, or in contemplation of, any proceedings relating to my tenancy or property</p> <p>Objection to having to pay to have things removed</p>
Seven – Property	<p>Objection to condition 7.1, the term 'tenant like manner' – term perceived as domineering and carrying an oppressive tone.</p> <p>Suggestion that any garden shed less than 10x6m should not need written permission from the Council</p> <p>Objection to notifying Council when property will be left vacant for an extended period</p> <p>Objection to Council access to property rights</p> <p>Objection to gaining access to property at 'any reasonable time'</p> <p>Concerns about CCTV being misused</p> <p>Support for CCTV requirement</p> <p>Objection to needing permission for CCTV x2</p> <p>Comment that laminate flooring assists asthma sufferers</p> <p>Recommendation that Section 7 should include 'Farming Permission'</p>

	<p>Objection to 7.15 requiring permission from the Council as pre-requisite to make alterations to property (x3)</p> <p>Support specific to 7.15 requiring permission for laminate floors</p> <p>Objection specific to 7.15 requiring permission for laminate floors</p> <p>Comment that the measures outlined are balanced and some level of responsibility must be shared for both parties to take the actions or lack of it seriously.</p>
Eight – Access to your property	<p>Objection to Condition 8.1 requiring Tenants to allow officers to access their property at any reasonable time of the day x4</p> <p>Suggestion re Condition 8.3 the need to define what is meant by 'any reasonable time of the day' x5</p> <p>Objection to Condition 8.4</p> <p>Objection to Condition 8.5 allowing forced entry in an emergency (x2)</p> <p>Legality of Condition 8.5 challenged</p>
Nine – Maintenance and repairs	<p>Comment that many struggle on financial grounds to do the necessary repairs</p> <p>Suggestion that the Council should retain responsibility for painting post a repair x2</p> <p>More support needed for older / disabled persons x2</p> <p>Comment that tenants should pay for repairs specific for any damage they cause</p> <p>9.5 – nuisance or annoyance is too subjective</p> <p>Do not agree with 9.12 as it negates Council responsibility for tackling damp issues</p> <p>Suggestion that it is unfair in instances where a person may be required to move out for repairs and cannot move back in afterwards</p> <p>Re Condition 9.23 - If request to move out suggestion is the Council should state at beginning as to whether household will be able to return to their property</p> <p>Council should apply paint when a repair is done</p> <p>Comment that 9.24 contradicts 9.23 x3</p> <p>View taken that Condition 9.23 will remove Council's vested interest to look after Tenants private property</p> <p>Concern re Condition 9.23 that tenant needs to have the right to refuse a suitable offer on the grounds of unsuitability regarding schooling, work or neighbourhood. Also, if the move is temporary, would the items be put into storage or moved to the new property and back.</p>

	<p>Objection to 9.24 as it removes right to quiet enjoyment of their homes.</p>
<p>Ten – Anti-social behaviour</p>	<p>Specific support for all proposals x2</p> <p>Suggestion that malicious reporting of ASB should also be a breach of Tenancy Conditions</p> <p>Suggestion that fly tipping be added</p> <p>Comment that Condition 10.4 is open to interpretation in terms of what is immoral or illegal</p> <p>Concern expressed about Condition 10.10 – use of social media</p> <p>Concern expressed that Condition 10.10 will not allow tenants to be openly critical of the Council with a view that existing laws are already in place regarding the use of social media x3</p> <p>Objection Condition 10.10 (use of social media) claiming its unlawful x2</p> <p>Specific support expressed for Condition 10.10</p>
<p>Eleven – Vehicles</p>	<p>Concern regarding Condition 11.11 about breaching conditions when repairing a vehicle without an M.o.T with a view to making it roadworthy</p> <p>Support for Condition 11.11 that all motor vehicles should be legal, and if not they should be removed.</p>
<p>Twelve – Animals</p>	<p>Specific support for proposals x5</p> <p>Comment that dangerous animals should be banned, as well as dangerous cross breed dogs</p> <p>Recommendation that persons in flats should not have dogs x4</p> <p>Recommendation that persons not clearing up after their dogs should become a breach of conditions</p> <p>Recommendation that each household should be limited to 2 pets x2</p> <p>Recommendation that tenants can only have domestic animals and not livestock eg goats, cows, pigs etc</p>

APPENDIX THREE:

Proposed New Tenancy Conditions

CONTENTS

Page

1	Your home	1
2	Your tenancy agreement	2
3	Our responsibilities	5
4	Your rights as a tenant	8
5	Rent	11
6	Ending your tenancy	13
7	Property	15
8	Access to your property	19
9	Maintenance and repairs	21
10	Anti-social behaviour	25
11	Vehicles	29
12	Animals	31
13	Furniture	32
14	Service of Notices	33

1. Your home

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. You should get advice if there is anything in this document that you do not understand. Your local office, citizens advice bureau or a solicitor should be able to help you. Alternatively, you can contact us directly. You will find our contact details on our website at: www.sandwell.gov.uk

Most Council properties are directly managed by Sandwell Council. Properties located in Harvills Hawthorns and the Millfields Estates are managed by an organisation called Riverside which carries out housing management functions on behalf of the Council such as repairs, collecting rent and letting properties. Riverside also have information outlining their services. Please note that the information produced by Riverside does not form part of your tenancy agreement. Properties located on the Boscobel and Cotterills estates are managed by tenant management organisations and carry out housing management functions on behalf of the Council such as repairs, collecting rent and letting properties.

The Council is always responsible for the content of this agreement.

We have also produced a tenant handbook 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 Tenant Handbook from our website. Please note, the Tenant Handbook does not form part of your tenancy conditions.

2. Your tenancy agreement

There are two main kinds of tenancy – an introductory tenancy and a secure tenancy. There is also a third type – called a demoted tenancy – which is created following court proceedings brought against a secure tenant who has behaved antisocially. This agreement covers all three types of tenancy.

Whether you are an introductory tenant, a secure tenant or a demoted tenant, it is important that you keep to your tenancy agreement. If you do not, we may take action against you which could include ending your tenancy. Please be aware that if we repossess your property due to antisocial behaviour, this could lead not only to you losing your tenancy but also us refusing to house you in the future. If you leave Council accommodation and are behind with your rent payments, in most cases we will not be able to find you accommodation again until you have paid us the money you owe. **If you commit tenancy related fraud not only could you lose your property but you could be prosecuted for a criminal offence.**

a Introductory tenancies

All new tenants are given an introductory tenancy that lasts for 12 months. The introductory tenancy is a trial period for you to show us that you can keep to this tenancy agreement. If you have kept to this tenancy agreement, your tenancy will automatically become a secure tenancy. We can extend an introductory tenancy to 18 months if we are not sure whether you are keeping to the tenancy agreement, **for example if you have rent arrears**. As an introductory tenant, if you fail to keep to your tenancy agreement and we decide to take action to end your tenancy, we can do so more easily and quickly than with a secure tenancy. This is because the court has only limited powers to prevent a possession order being made against an introductory tenant.

If we decide to take action to end or **extend** your introductory tenancy, we will serve you with a **statutory** notice to terminate or extend. If this happens you will have the opportunity to ask us to review our decision to serve you with a notice. You must make this request within 14 days of receiving the notice.

2. Your tenancy agreement (continued)

a. Introductory tenancies (continued)

Your rights as an introductory tenant

Introductory tenants have most of the rights of a secure tenant, but you cannot:

- apply for the right to buy;
- sublet any part of your property;
- vote in a ballot to change to a new landlord;
- take in a lodger without written permission;
- exchange your property (that is, a mutual exchange); or
- make any structural improvements or alterations to your property. You may, however, apply for permission to put up garden fencing or a garden shed. You will also be allowed to decorate your property and, where appropriate, to have disabled adaptations carried out to your property.

b Secure tenancies

If you are a secure tenant, it means that you can keep your property for as long as you want unless there is a legal reason for us to repossession your property. These legal reasons are called 'grounds for possession' and are found in the Housing Act 1985. For us to either gain possession of your property or make you move to another property, a county court must agree with our request. Your local office can give you more information on the grounds for possession, but the most likely grounds would be where:

- you have fallen behind with your rent payments;
- you have broken your tenancy agreement in relation to antisocial behaviour;
- you have given false information in your housing application.

We can take legal action (for example, an injunction or demote your tenancy) to order you to meet any part of the tenancy agreement.

Your rights as a secure tenant

As a secure tenant, you have the right to:

- apply for the right to buy your property;
- apply for permission to sublet any part of your property;
- vote in a ballot to change to a new landlord;
- take in a lodger without written permission;
- exchange your property (that is, a mutual exchange); and
- apply for permission to make any structural improvements or alterations to your property.

2. Your tenancy agreement (continued)

c Demoted tenancies

We have the power to apply to a county court for a demotion order if a secure tenant has broken their tenancy agreement by behaving antisocially. A demotion order converts a secure tenancy to a demoted tenancy. A demoted tenancy is similar to an introductory tenancy in that it is a trial tenancy for a period of 12 months.

During this period, if you fail to keep to your tenancy agreement and we decide to take action to end your tenancy, we can do so more easily and quickly than with a secure tenancy. This is because the court has only limited powers to prevent a possession order being made against a demoted tenant.

If we decide to take action to end your tenancy, we will serve you with a notice of proceedings for possession. If this happens, you will have the opportunity to ask us to review our decision to serve you with the notice. You must make this request within 14 days of receiving the notice of proceedings for possession.

During that trial period of 12 months, you must show that you can look after your property and keep to this tenancy agreement. If you break any of the conditions of this agreement while you are a demoted tenant, we can start legal proceedings to repossess your property and you will have to pay the costs, if we are successful in the proceedings.

If your secure tenancy is converted to a demoted tenancy, you will lose the rights of a secure tenant (for example, the right to buy) and your rights as a demoted tenant will be similar to, or fewer than, those of an introductory tenant.

If we do not take legal action to repossess your property during the 12-month period, the tenancy will automatically be promoted to a secure tenancy.

Your rights as a demoted tenant

As a demoted tenant you have similar rights to those of an introductory tenant, but you cannot:

- apply for the right to buy;
- sublet any part of your property;
- vote in a ballot to change to a new landlord;
- take in a lodger without written permission;
- exchange your property (that is, a mutual exchange); or
- make any structural alterations to your property. You may, however, apply for permission to put up garden fencing or a garden shed. You will also be allowed to decorate your property and, where appropriate, to have disabled adaptations carried out to your property.

Also, as a demoted tenant, you will have fewer legal rights than both introductory and secure tenants to transfer your tenancy to another person, and there are different rights relating to succession.

3.	Our responsibilities		
	Involving tenants		
			Notes
3.1	We must ask your views about any of our housing plans if they will have a major effect on you.	a	For example, we will consult you about refurbishment or improvement work that is planned for your property or your area. We will involve you or your tenants' group in local housing issues.
3.2	We must ask your views about any plans to change your tenancy agreement. We will tell you in writing if any changes are to be made.		
3.3	We will make available information describing our work, performance and how we spend money across the housing service.	b	We will publish this information on our website or provide a paper copy on request.
3.4	We must deal with your complaints fairly, effectively and equitably.	c	If you need to make a complaint, we will tell you what you have to do.
3.5	We will tell you, in writing, at least four weeks before any change in either your rent or service charge.	d	Change includes additions, deletions, increases, decreases and/or variations. Some tenants pay service charges as part of their rent.
3.6	We will keep in repair the structure and exterior of your property (including drains, gutters and outside pipes).	e	The structure and exterior of the building also includes roofs, walls, floors, ceilings, window frames and outside doors. We are not responsible for lubricating and maintaining hinges and fasteners of window frames. We are not responsible for any dividing fences between you and your neighbour other than privacy panels which is usually the first panel of the fence. We may ask you to remove any fencing or boundary structure you have erected if in our opinion it is dangerous, it causes a nuisance, or encroaches onto another property. If you do not remove it we may do so and charge you a reasonable cost.

3.7	<p>We will keep in repair and proper working order installations inside and outside your home which were either in place at the start of the tenancy or installed later (if we installed them) and that either directly or indirectly serve your property for:</p> <p>a) supplying water, gas and electricity, and for sanitation (including basins, sinks, baths and toilets); and</p> <p>b) heating your home and heating water in your home.</p>	f	<p>We are not responsible for:</p> <ul style="list-style-type: none"> replacing plugs, chains, wall tiling or sealant to sink, bath and wash-basin areas, or replacing a toilet seat; lagging pipes and tanks or insulating the loft; sweeping chimneys; repairing fitted cupboards and wardrobes, or replacing inside door latches and furniture; replacing fuses and electric light switch pull-cords; decorating the inside of your home; or replacing small back-garden gates, or repairing or replacing small front gates. <p>In certain cases of exceptional hardship, or where the Council has a duty we may do these jobs and tasks for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks.</p>
3.8	We will repair the structure and outside (including drains, gutters and outside pipes) of the shared areas if they affect your enjoyment of your home or shared areas.	g	Shared areas include stairs, lifts, landings, entrance halls, parking areas, rubbish chutes and roofs.
3.9	If we provide lifts, shared TV aerials, entry phones, fire-fighting equipment, lighting for shared areas, or facilities for collecting rubbish, we will keep them in repair and proper working order.		
3.10	We must carry out the repairs which we are responsible for within a reasonable time, and we must clear up after carrying out any work.	h	When you report a repair to us, we will tell you when we will carry out the work. This will depend how urgent the work is.
		i	Removing carpets, laminates or floor coverings to enable repairs to be undertaken is your responsibility. This also applies to furniture. In certain

			cases of exceptional hardship, we may do these jobs and tasks for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks
	Arbitration		
			Notes
3.11	We will use an arbitration panel to sort out certain disagreements between us and you. If either you or we have referred a disagreement to arbitration, both sides must keep to the decision of the arbitration tribunal. The arbitration tribunal's decisions can be enforced in the courts.	j	The procedure relating to arbitration is available upon request .
3.12	Any dispute arising under the terms of the tenancy agreement , except those under section 10, can be referred to the arbitration panel.		

4	Your rights as a tenant		
a	Involving tenants		Notes
4.1	You have the right to access your personal information we hold in relation to your tenancy subject to any exemptions set out in legislation, regulations or guidance.	a	You can ask us about what information you can see and how you can see it.
4.2	You have the right to join an existing tenants' group and to set one up.	b	You can ask us for information about these groups in your area or how to start one.
4.3	All tenants' groups registered with us can apply to join Sandwell Community Information and Participation Services (SCIPS). Individuals can also become members of SCIPS.	c	SCIPS is an independent organisation, managed by tenants, which supports tenants' groups and individuals in Sandwell.
b	Repairs and maintenance		
4.4	If we are responsible for repairs, you have the right to have them carried out within a reasonable timescale and to a satisfactory standard.	d	In some cases, you have a legal 'right to repair'. The repair or repairs should be carried out within a reasonable timescale and to a satisfactory standard and you may be entitled to compensation if either of these commitments are not met. We have a formal complaints procedure. You can ask us for more information.
4.5	You have the right to make certain improvements or alterations to your home. Before you make any improvement or alteration you must get our permission in writing.	e	We will not refuse you permission unless there is a good reason. You may also need planning and building regulation approval.
		f	Introductory and demoted tenants do not have the right to make improvements or alterations to their property (please see section 2).
4.6	When your tenancy ends, you may be entitled to compensation for authorised improvements or alterations that you have carried out.	g	We will not pay any compensation for improvements or alterations if you are evicted from your property as a result of a possession order or if you abandon your property.

c	Moving to another council property		
4.7	You have the right to apply for a transfer to another council property as determined by our housing allocations policy.	h	<p>Finding a new property depends on how urgent your housing need is and what accommodation is available.</p> <p>You can ask us about our housing allocations policy.</p> <p>You will not usually be allowed to transfer to another council property if:</p> <ul style="list-style-type: none"> • you owe any rent; • your property or garden are in poor condition; • you have made alterations without our permission in writing; or • you, a person living with you or your visitors are causing harassment, nuisance or annoyance to other people.
4.8	As a secure tenant, you have the right to swap your property (called a 'mutual exchange') with another secure tenant or an assured tenant whose landlord is a private registered provider or a charitable housing trust. You must get our permission in writing before you mutually exchange.	i j k	<p>If you do exchange without permission in writing, we will take legal action to evict you and we may not offer you alternative housing.</p> <p>We can only refuse secure tenants permission for a mutual exchange in certain circumstances.</p> <p>When we give permission to exchange, there are certain conditions that each tenant must meet before the exchange can go ahead. For example, you must make sure that you have paid us all the rent you owe and that you have met all the other conditions of your tenancy.</p>
		l	Introductory and demoted tenants do not have the right to swap (mutually exchange) their property (please see section 2).
d	Right to buy your council property		
4.9	If you are a secure tenant (and depending on certain exceptions) you have the right to buy your property as long as you have been a tenant of the council or any other	m	Introductory and demoted tenants do not have the right to buy their property (please see section 2).

	public-sector landlord (for example, other councils, housing associations), or living in armed forces accommodation, for the necessary qualifying period.		
e	Succession and assignment		
4.10	If you are a joint secure tenant or a joint introductory tenant, the tenancy of your property will automatically pass to the surviving tenant when either of you die.		
4.11	Subject to any changes in legislation, if you are a sole secure tenant or a sole introductory tenant, the tenancy will pass on your death to your husband, wife, civil partner or person living with you as husband or wife, or person living with you as a civil partner. If your tenancy commenced prior to 01 April 2012, a family member as defined by the Housing Act 1985 would also be entitled to succeed.	n	<p>Your husband, wife, civil partner or person living with you as husband or wife or civil partner would not be able to succeed to your tenancy (take over) if you had previously succeeded to the tenancy yourself.</p> <p>If your tenancy commenced after 01 April 2012 a family member will not be entitled to succeed to the tenancy.</p>
		o	If you are a demoted tenant, the rights of succession are similar to those of secure and introductory tenants.
		p	Following the death of a tenant only an executor (person given authority in the tenant's will to deal with their affairs) or an administrator (a person who has been given grant of probate for the tenant) can legally end the tenancy on behalf of the tenant. If there is no executor or administrator the council will serve a Notice to Quit on the public trustee in order to end the tenancy.
4.12	As a secure or an introductory tenant, you may be able to assign your tenancy to another person. You must get our written permission before doing so.	q	If you do assign without our written permission, we will take legal action to recover your property. We will not unreasonably withhold permission.

5	Rent		
			Notes
5.1	You must pay your rent on time.		
5.2	You must pay your rent in advance.	a	<p>You must pay your rent and any other charges on demand. Your rent is due in advance on the Monday of each week but you can pay in advance every two weeks, four weeks or every month if you prefer.</p> <p>Some tenants pay for extra services as part of their rent. We will record the amount on your tenancy agreement.</p>
		b	We would encourage you to pay your rent by setting up a Direct Debit. We can help you do this.
		c	If you do not pay your rent, or pay it consistently late, we can go to court to get an order to evict you from your home. You may be responsible for any costs involved in bringing court action against you.
		d	We may increase or decrease the rent charged for your property from time to time. We will give you at least four weeks' notice in writing before any rent change
		e	If you are not sure how much rent you must pay, you should contact us.
5.3	If you are a joint tenant, each tenant is responsible for paying all of the rent and for repaying all of any rent arrears. We can collect all the rent owed from each individual joint tenant.	f	A joint tenancy is where two or more people have signed a tenancy agreement for a property.
		g	If you are a joint tenant and you leave your home before the tenancy is ended, you are still legally responsible for paying the rent and any arrears, and making sure that the tenancy conditions are not broken.
5.4	You must tell us about any changes in your personal circumstances which affect your ability to pay your rent.	h	If you have any difficulty paying your rent you should contact us immediately.

5.5	If you are entitled to any housing benefit, you must tell our Revenue and Benefits Team as soon as possible about any changes to your circumstances which affect your entitlement to housing benefit.	i	If you are not sure whether any change to your circumstances will affect your entitlement to housing benefit, you should contact either our Revenues and Benefits Services or your local office for advice.
5.6	If you are entitled to Universal Credit, you must tell the Department for Work and Pensions as soon as possible about any changes to your circumstances which may affect your entitlement to Universal Credit.		
5.7	You, or people living with you or persons associated with your property must not claim or attempt to claim any state benefits either recklessly, negligently or dishonestly.	j	This applies to all welfare benefits including housing benefit. If you, or a person living with you, or any other person associated with your property engages in such activities we may seek possession of your property.

6	Ending your tenancy		
			Notes
6.1	You must give us at least four weeks' notice in writing if you want to end your tenancy.	a	You must tell us in writing at least four weeks before you want to end your tenancy. The minimum four weeks' notice period must end on a Monday and you must return your keys to us on the day you leave.
		b	If you fail to give the necessary notice, you will continue to be a tenant and must keep to the conditions of the tenancy, which includes paying rent, until you give proper notice. In certain circumstances, if both you and we agree, you may give less than four weeks' notice in writing.
		c	If you are joint tenants, any one of you can end the whole of the tenancy by giving us four weeks' notice in writing. If you give us notice, the remaining joint tenants should contact us for their housing needs and options to be assessed. A joint tenancy is where two or more people have signed a tenancy agreement for a property.
6.2	We will give you at least four weeks' notice in writing if we are going to end your tenancy.		
6.3	If we send you a written notice it will be validly and effectively served, whether or not it comes to your attention, if either by posting it or delivering it by hand to your property or to your last known address, or handing it to you in person, or fixing it to your property, or leaving it at your property, or by electronic communication.	d	The notices to which this tenancy condition apply, include but are not restricted to, notices to quit, notice of seeking possession, notice of variation of rent or conditions of tenancy, introductory tenancy notices and demoted tenancy notices. Electronic communication includes but is not limited to: email, social media, text, internet messaging, facsimile and websites
6.4	If we issue legal proceedings against you in relation to your responsibilities under this tenancy agreement, the	e	Electronic communication includes but is not limited to: email, social media, text, internet messaging,

	claim form will be validly and effectively served whether or not it comes to your attention, if either by posting it to your property; leaving it at your property; handing it to you in person; fixing it to your property; or by electronic communication, or by any other method allowed by the relevant court rules or legislation.		facsimile and websites
6.5	You must return all the keys to your property when you leave.		
6.6	You must leave your property unoccupied when you leave.		
6.7	You must leave your property clean, tidy and in a good condition. This includes fixtures and fittings. We will charge you any costs we have to pay in carrying out any necessary cleaning or repairs to the property.		
6.8	You must not leave any of your belongings in your property when you leave. If we find any personal belongings in the property after you have left, we may store them or dispose of them and charge you for doing so. If we have had to pay a storage charge, you will have to pay us this before we will return your belongings to you.		
6.9	You must pay all costs, charges and expenses, including legal costs, which the Council has incurred in, or in contemplation of, any proceedings relating to your tenancy or property.	f	For example, if the Council has taken you to Court the Council will seek to recover legal costs against you.
6.10	You must compensate or repay the Council against all actions, proceedings, costs, losses, arrears, expenses, liabilities, claims and demands arising out of any failure by you, persons residing at your property, or any visitors in observing or performing any obligations of the tenancy.	g	If a third party suffers any loss either as a result of your conduct, or persons living at your property, or by your visitors and seeks to recover those losses from the Council the Council will recover these costs from you. We may move any credit balance from any account you have with us to pay off any sum that you owe to the Council. A credit balance includes any compensation that the Council has agreed to pay you.

7	Property		
			Notes
7.1	You must act in a “tenant like manner”.	a	<p>A ‘tenant like manner’ means you must take proper care of your property and carry out those minor jobs and tasks that are necessary to keep your property in a reasonable condition. In certain cases of exceptional hardship, we may do the minor jobs for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks.</p> <p>See also conditions 3.6 and 3.7.</p>
7.2	You must keep the Council informed of any changes to your household.	b	This includes notifying the Council of any changes in persons staying in your property - either moving in or moving out. Failure to declare any changes may result in legal action being taken against you.
7.3	You must not have more people living in your property than the permitted number allowed.	c	You can contact us to get information about the maximum number of people who can live in your property.
7.4	You must not sublet, assign or part with possession of your property, or any part of your property, without getting our permission in writing.	d	Sub-letting means that someone pays you rent to have the right to live in part of your property. You cannot sublet all of your property. If you are found to have sublet all of your property the Council will seek possession of your property. The Prevention of Fraud Act 2013 makes subletting a criminal offence. If evidence of subletting is found you may be prosecuted as well.
		e	Secure tenants can take in lodgers. A lodger is someone who you allow to live in your property but does not have any legal right or legal interest in your property.
		f	Introductory and demoted tenants do not have the right to sublet, or part with possession of any part your property, or to make improvements or alterations to their property.
7.5	You, people living with you and any other person must not give false information or withhold	g	The Council will seek to evict any tenant who gives false information or withholds information relevant to their housing

	information relevant to a housing application or any other application related to the tenancy or your property.		application or any other application related to housing which includes but is not limited to the right to buy, transfers, mutual exchanges or housing benefit claims.
7.6	You must use your council property as your main home and as a private home.	h	If you stop living in your home we may take action to end your tenancy.
7.7	You must let us know if you are going to be away from your property for an extended period.	i	You must make us aware of any period of absence likely to be longer than 4 weeks. This may include a stay in hospital, a long holiday, or even a term of imprisonment.
7.8	If you live in a flat or maisonette, you, people living with you and any visitors to your property must not keep or use paraffin oil, petrol, bottled gas appliances or any other explosive, flammable or dangerous material in your property. This restriction also applies to any storage facility situated in or attached to the block, which has been provided for your use.	j	This does not apply to storing bottled-gas appliances used for medical purposes, for example, bottled oxygen. For safety reasons, you should tell us if you are storing these appliances.
7.9	If you live in a flat or maisonette, you, people living with you and any visitors to your property must not leave anything in shared areas that may cause an obstruction or create a fire hazard.		
7.10	If you live in a flat or maisonette, you, people living with you and any visitors to your property must co-operate with us to keep shared areas clean and tidy.		
7.11	If you live in a flat or maisonette, you, people living with you and any visitors to your property must not damage or interfere with security and safety equipment in shared blocks.	k	Security doors, fire doors and shared doors must not be jammed open and you should not let strangers in without seeing their identification.
7.12	If you live in a flat or maisonette, you, the people living with you and any visitors to your property must not interfere with or remove any fire doors that are fitted in your flat.	l	This includes your front door as it may have a fire safety rating. You should contact us for more advice.

7.13	You must not use or allow anyone else to use your property for any trade or business purpose unless you first get our written permission. A business sign or notice may not be displayed on your property.	m	Permission must be requested on form BU1 which is available from us. Permission will not be unreasonably refused. When considering your written request we will have to be satisfied that the business will not cause inconvenience, nuisance or annoyance to neighbours and meets planning and insurance requirements.
7.14	You must always operate your trade or business within the terms of the permission granted. If you do not, we will withdraw the permission and/or take appropriate legal action against you.		
7.15	You must get our permission in writing before you make any alterations to your property.	n	Alterations include, but are not limited to, any structural changes, installing CCTV cameras, security lighting, showers, laminate flooring, solid fuel appliances, outside TV aerials and satellite dishes, and putting up any fences, sheds or other structures on your property.
7.16	You must comply with any conditions imposed by us if you are granted permission to make alterations to your property.	o	If you fail to comply with any conditions imposed as part of being granted permission we will take action against you which could mean seeking possession of your property.
7.17	You must comply with any legislation, regulations or guidance when making alterations to your property with our written permission.	p	If you make any improvements or alterations to your property that are in breach of any legislation, regulations or guidance we may: <ul style="list-style-type: none"> • tell you to return your property to how it was before; or • carry out the work and charge you for doing it; or • take legal action against you which could mean seeking possession of your property.
7.18	You, people living with you and any visitors to your property must not make any alterations to shared or communal areas.	q	This includes but is not limited to erecting sheds and fences on shared or communal areas.
7.19	You, people living with you and visitors must not misuse fob keys and door entry systems.	r	Misuse of fob keys includes passing them to people not entitled to use them. Misuse of door entry systems includes repeatedly buzzing door entry systems.

7.20	You must not keep any illegal or unlicensed firearms at your property.	s	This includes all taser weapons, stun guns, CS Gas and all weapons classified under Section 5 of the Firearms Act 1968.

8	Access to your property		
			Notes
8.1	You must allow our officers, agents or workforce to enter your property to inspect the condition, state of repairs, decoration or cleanliness of your property, or to carry out repairs, maintenance, services or improvements at any reasonable time of the day.	a	Never let anyone into your home without seeing some official identification. If you are in doubt, contact your local office during office hours.
		b	When carrying out their duties our employees and tradespersons have a right to work in a smoke free environment. Upon request from a council officer or tradesperson working for the council, you, people living with you and any visitors to your property must not smoke whilst the officer or tradesperson are in attendance at your property. If you fail to respect this request the officer or tradesperson reserves the right to leave your property without completing the purpose of the visit, including completing works to your property.
8.2	You must allow our officers, agents or workforce to enter your property to carry out a yearly gas safety check at any reasonable time of the day.	c	We must carry out a yearly gas safety check at your property. We will give you reasonable notice of the date of the inspection. If you fail to let us into your property to carry out a gas safety check after requests to do so, we may have to force entry to prevent any risk to public health and safety. Where we do have to force entry, we will charge you for doing so.
8.3	You must allow our officers, agents or workforce to enter your property to carry out an electrical safety check at any reasonable time of the day.	d	If you fail to let us into your property to carry out an electrical safety check after requests to do so, we may have to force entry to prevent any risk to public health and safety. Where we do have to force entry, we will charge you for doing so.
8.4	You must take all reasonable steps to ensure that access is given to your property when an appointment has been made.	e	If you do not allow us into your property after we have given you reasonable notice, we may take legal action to enter your property and you may be responsible for paying our costs in doing so.
		f	If you arrange for another person to allow our officers to access your property for a pre-arranged appointment

			because you cannot be there yourself, you must ensure that the person concerned is aged 18 or above.
8.5	You must allow our officers, agents or workforce to enter your property in an emergency. We will force entry if you are not available in these circumstances.	g	An emergency is where we will need to take immediate action to limit the damage to your property or another property, or where we believe there is a risk to public health. This includes but is not limited to instances of serious water leaks, gas leaks, fears for the health and safety of the tenant or any other person and cruelty to, or neglect of animals.
8.6	You must allow our officers, agents or workforce reasonable access to your property to carry out necessary works to a neighbouring property.	h	We will give you reasonable notice of the date(s) when we require access. If you fail to let us into your property after requests to do so, we may have to force entry to prevent any risk to public health and safety or damage to your or a neighbouring property. Where we do have to force entry, we will charge you for doing so.

9	Maintenance and repairs		
			Notes
9.1	You must keep your property and contents clean, tidy, in good condition and free from vermin (for example mice or rats).	a	If you do not maintain your property to a reasonable standard, we could take legal action against you. You may be responsible for any costs we have to pay as a result of taking this action.
9.2	You must use the fixtures in your property responsibly and carry out minor repairs and tasks.	b	In certain cases of exceptional hardship, we may do the minor repairs for you, for example if you are an elderly or disabled person and you have no support to carry out these tasks.
9.3	You are responsible for decorating the inside of your property.	c	Following a repair to your property, it is your responsibility to carry out any decorating, for example if a ceiling is re-plastered it is not our responsibility to paint it.
9.4	<p>You and any member of your household must not allow an accumulation of personal property or rubbish or other items in your property that:</p> <ul style="list-style-type: none"> a) causes or is likely to cause damage or deterioration to your property; or b) poses an environmental health risk, a health and safety risk or a fire risk; or, c) prevents safe access or exit from your property. 		
9.5	You must keep your property in such a condition that it does not damage, or cause a nuisance or annoyance to other property.	d	If you fail to maintain your property you will be recharged for any damage caused. If any action is taken against the Council due to your failure the Council will seek to recover the losses from you.
9.6	You must keep any hedges and gardens attached to your property (at the front, back and side) tidy and free from rubbish, and mow any grass before the garden becomes overgrown. If you fail to maintain the hedges and gardens to an acceptable standard, we may carry out any work that is needed and		

	charge you.		
9.7	You, people living with you and any visitors to your property must not dispose of rubbish inappropriately and must not leave any rubbish, waste or unwanted household items in communal or shared areas.	e	We will re-charge you for the removal of any items left by you in communal areas. This does not apply to rubbish, waste or household items stored in designated areas.
9.8	You must immediately tell the repairs centre about any damage or fault to your property.		
9.9	You, people living with you and any visitors to your property must not tamper or interfere with the gas, electricity or water supplies or with any meters supplying your property.	f	The supply includes any installation or fittings whether inside or outside of the property.
9.10	You must not disconnect, or tamper with, extractor fans or smoke alarms that are connected to the mains.		
9.11	You must maintain any battery-operated smoke alarms that we fit.	g	Maintaining a battery-operated smoke alarm includes making sure that it is fitted with working batteries at all times.
9.12	You must make sure that your property has suitable ventilation, either by using an extractor fan (if fitted) or by opening windows (or both).	h	Condensation caused by you in failing to ventilate your property is not our responsibility.
9.13	You must make sure that any tumble dryer you use is properly vented to the outside of the building, or is a condensing model and has been properly installed.		
9.14	You are responsible for properly connecting any gas appliances you own.	i	Gas appliances must only be installed by people who are suitably qualified.
9.15	You are responsible for repairing and maintaining your own household equipment.	j	In some circumstances, we may agree to maintain a central-heating system that you have had fitted. Contact us for details. You should insure the contents of your property.
9.16	You are responsible for maintaining all improvements or alterations that		

	you make and any fixtures and fittings you install at your property.		
9.17	You are responsible for properly fitting any appliance you own.	k	<p>Examples of appliances include washing machines, showers, dishwashers, electric fires and cookers. If any appliance is not correctly fitted and causes damage to your property or another property, you will be responsible for the cost of any repairs.</p> <p>You must get our permission, in line with condition 7.15, if you need to make alterations to fit appliances. Alterations include:</p> <ul style="list-style-type: none"> • removing or otherwise changing existing fitted cupboards and work surfaces; • connecting appliances to existing hot and cold-water pipes and waste pipes; • connecting to the existing electrical supply, other than by using an existing socket or fused spur that we provide for the specific purpose of fitting such an appliance; • cutting holes through walls; • removing walls and chimney breasts; and • removing or moving sanitary appliances, for example toilets, baths, or wash basins. <p>The above list is not a complete list.</p>
9.18	You must make sure that a suitably skilled person does any work which you plan to have carried out at your property.	l	If work has been carried out in a way that has, or could, cause damage to your property or put someone in danger, we will insist that you have the problem put right. If you do not sort out the problem, we may arrange for the work to be carried out and then charge you our reasonable costs.
9.19	You must repay us any costs we have to pay to repair any damage to your property caused by you, people living with you and any visitors to your property, either deliberately or through neglect.	m	An example of an act of neglect would be not telling us about a leaking pipe.
9.20	You are responsible for any step, path or paving that is not the main		

	access to your property.		
9.21	You must take reasonable steps to prevent waste pipes (for example, to a sink, basin or toilet) or outside drains becoming blocked, and to remove any blockages that do build up.	n	If a pipe does become blocked and you cannot deal with it, you should contact us.
9.22	You must take reasonable steps to prevent water pipes freezing in cold weather.	o	Reasonable steps to prevent damage to pipes include: <ul style="list-style-type: none"> • lagging; • testing your stopcock every year before the cold weather begins • turning off the water and draining down the hot cylinder and heating system if you are going away during the winter.
9.23	You must move to alternative accommodation when requested to do so if we need to carry out works to your property.	p	In certain circumstances, you may have to leave your property if, for example, we need to do major repair work. If you need to leave your property, we will offer you suitable alternative accommodation while we carry out the work. The accommodation could be permanent or temporary.
9.24	You must move back to your original property once we have completed any works to your property, unless you have had to move because we have demolished your original property, in which case we will move you to another property that we have identified as suitable for your needs.	q	If you fail to move back to your original property when we ask you to do so, we may take legal action to make you do so. You may be responsible for any costs that we have to pay in doing this.

10.	Anti-social behaviour		
			Notes
10.1	You, people living with you and any visitors to your property (including children) must not engage in conduct causing or likely to cause harassment, alarm or distress or a nuisance or annoyance, to other tenants, residents, their families, lodgers, visitors or any other person engaged in a lawful activity in the locality or neighbourhood of your property.	a	You are responsible for the behaviour of every person (including children) living with you permanently or temporarily, and of people who visit your property with your permission. You are responsible for their behaviour while they are at your property, in the locality or neighbourhood of your property, and in shared areas (for example, stairs, lifts, landings, entrance halls, gardens, bin stores and parking areas).
		b	<p>Examples of nuisance or annoyance includes:</p> <ul style="list-style-type: none"> • playing loud music; • slamming doors; • dog barking and fouling; • offensive behaviour; • drunkenness; • prostitution; • graffiti; • cultivating or selling drugs or drug abuse; • dumping rubbish; or • playing ball games close to someone else's home. <p>This list provides some examples of behaviour that causes a nuisance. It is not a complete list.</p>
10.2	You must not allow or encourage anyone living with you or any visitors to your property (including children), to do anything that breaks your tenancy agreement.		
10.3	You, people living with you and any visitors to your property (including children) must not incite hatred , discriminate against, intimidate or harass any other person or group because of their colour, race, ethnic or national origin, gender, sexual orientation, age, physical or mental disability, or religious belief.	c	<p>Examples of harassment, alarm or distress include:</p> <ul style="list-style-type: none"> • using racist behaviour or language; • using or threatening to use violence, using abusive or insulting words or behaviour; • damaging or threatening to damage another person's home or belongings; • writing threatening, abusive or insulting graffiti; or

			<ul style="list-style-type: none"> • doing anything that interferes with the peace, comfort or convenience of other people.
10.4	You, people living with you and any visitors to your property (including children) must not use your property or any shared area, for any criminal, immoral or illegal purpose.	d	<p>Criminal, immoral and illegal activities include:</p> <ul style="list-style-type: none"> • selling, storing, cultivating, possessing or using any illegal drugs; • storing or handling stolen goods; or • doing anything relating to prostitution. • abstracting electricity, • housing or benefit fraud
10.5	You, people living with you and any visitors to your property (including children) must not be violent or threaten violence against any other person.		
10.6	You, people living with you and any visitors to your property (including children) must not cause a nuisance or annoyance by playing or using any equipment that produces sound that can be heard outside your property or by people living in other properties. This includes music being played in gardens and in cars parked outside your property.	e	<p>This sort of equipment includes:</p> <ul style="list-style-type: none"> • musical instruments; • audio equipment such as hi-fis and stereos; • games machines; • computers; and • audio-visual equipment such as televisions, video and DVD players.
10.7	You, people living with you and any visitors to your property (including children) must not cause a nuisance or annoyance when using household electrical and DIY appliances, to neighbours or people living near to you.	f	You should consider the noise level from the appliance, how long you are going to use it for and the time of day (or night) you are going to use it.
10.8	You, people living with you and any visitors to your property (including children) must not damage or put graffiti on our property. You will have to pay for any repair or replacement.	g	This also includes damage to shared and communal areas.
10.9	You, people living with you and any visitors to your property (including children) must not commit, cause or allow acts of physical abuse, verbal abuse or harassment towards our employees, agents, contractors, or	h	Physical abuse includes any actual or threatened assault, attack, violent act or aggression.

	councillors.		
10.10	You must not use social media or any other form of communication to abuse, threaten or harass Council employees, contractors or agents.	i	Communication includes telephone calls, text messages, e-mails or posting comments on social media. This condition applies wherever the communication takes place.
10.11	You, people living with you and any visitors to your property must not inflict domestic abuse against your partner or another member of your family or household.	j	<p>Domestic abuse is any incident of controlling, coercive, threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between adults aged 16 or over who are or have been intimate partners or family members, regardless of gender or sexuality.</p> <p>If someone responsible for domestic abuse continues to live in one of our properties (and the victim has been forced to leave your property as a result of the abuse), we will use our legal powers where appropriate. We will utilise a range of tools and powers at our disposal to appropriately support domestic abuse victims and manage perpetrators.</p>

The list below shows examples of behaviour which we will always class as anti-social behaviour. It is not a complete list.

- Using or threatening violence
- Racist behaviour, including literature, letters and verbal abuse
- Harassment, for example, because of a person's colour, race, ethnic or national origin, sex, sexuality, age, physical or mental disability, or religious belief
- Prostitution and doing anything relating to prostitution
- Causing a nuisance in lifts and shared areas, for example, using a lift as a toilet, or blocking chutes
- Criminal activity in properties
- Drug and alcohol abuse, substance misuse or drug dealing or drug cultivation
- Verbal abuse and offensive gestures
- Domestic abuse
- Damaging property, including cars and bikes
- Arson or attempted arson
- Dumping rubbish and furniture

- Putting offensive materials through letter boxes
- Malicious communications, for example, telephone calls, text messages or e-mails and through social media
- Writing or spraying graffiti
- Storing vehicles, which are powered by petrol, diesel or paraffin, in shared areas
- Throwing things off balconies or out of windows
- Breaking shared security, for example, allowing strangers to get into the building
- Blocking shared areas
- Playing ball games in areas where this is not allowed.
- Parking a vehicle in a way that blocks access for pedestrians or vehicles, or causes damage to grassed and other areas

The list below shows examples of behaviour which we will class as anti-social behaviour if it causes a nuisance to other people living in, working in or visiting the locality or neighbourhood of your property.

- Not controlling children
- Playing loud music
- Banging and slamming doors
- Playing ball games near to people's homes or buildings
- Skateboarding, roller-skating and cycling on footpaths, on balconies or in shared areas
- Being drunk in public
- Excessive dog barking, or dogs fouling shared or public areas
- Not keeping pets under control
- Making unjustified complaints
- Installing furnishings and fittings, such as laminate flooring, in a way which disturbs other people (because of the noise)
- Working on motor vehicles, other than just servicing your own car or motorcycle
- Riding a motorcycle, or allowing one to be ridden, off-road on public or shared areas.
- Dealing in pornography

11	Vehicles		
			Notes
11.1	You, people living with you and any visitors to your property must not park a vehicle anywhere on your property, except in an approved garage or on a 'hardstanding' (for example, a driveway or paved area meant for parking).		
11.2	You, people living with you and any visitors to your property must not drive across a pavement to get to a parking space or garage, unless there is a footway crossing, such as a dropped kerb.		
11.3	You must get our permission in writing if you want to create a parking space at your property or remove walls or fencing so you can park a vehicle at your property.		
11.4	You, people living with you and any visitors to your property must not park on any grassed areas or access roads in the locality or neighbourhood of your property.		
11.5	You, people living with you and any visitors to your property must not block any access for emergency services or other people.		
11.6	You, people living with you and any visitors to your property must get permission in writing before parking caravans or motor homes on the garden, driveway or paved areas of your property, or on shared parking areas in the locality or neighbourhood of your property.	a	The locality or neighbourhood of your property includes your garden, driveway, paved areas around your property, on the street, shared areas and shared parking areas.
11.7	You, people living with you and any visitors to your property must not park unroadworthy vehicles at your property, on the street or on shared or grassed areas in the locality or neighbourhood of your property.	b	This applies only to vehicles that are clearly neglected (for example, vehicles that have no tyres or windscreen) and have been left for a long time.

11.8	You, people living with you and any visitors to your property must not cause a nuisance or annoyance to neighbours or other people while carrying out motor-vehicle repairs, either at your property or in the locality or neighbourhood of your property.	c	When carrying out motor-vehicle repairs you should be considerate to other people living in the locality or neighbourhood of your property. Carrying out repairs to vehicles either early in the morning or late at night may be a nuisance. Persistent or loud repair work may also cause a nuisance to other people.
11.9	You, people living with you and any visitors to your property must not keep mopeds or motorbikes inside your property or in shared areas inside your property.	d	For example, in entrance halls, stairways, corridors or landings.
11.10	You must pay us any costs we have to pay to repair any damage to our property caused by you, people living with you or any visitors to your property, either by parking vehicles (other than on an approved hardstanding) or by driving vehicles over a footway, grass verge or shared pathways and gardens.	e	Driving a vehicle on or across the footway where there is no approved crossing is an offence for which the police or our traffic wardens can take action
11.11	You, people living with you and any visitors to your property must not leave any vehicle that does not have a valid M.O.T. or road tax on a shared or communal car park without written permission. Any such vehicle will be removed and the owner re-charged for the cost of removing the vehicle.		

12	Animals		
			Notes
12.1	You, and people living with you must not keep a dog if you live in a flat or maisonette with a shared entrance, without first getting permission in writing from us.	a	This restriction does not apply to Assistance Dogs, for example Guide Dogs. An Assistance Dog is one which has been specifically trained to assist a disabled person and which has been qualified by one of the charitable organisations registered as members of Assistance Dogs (UK).
12.2	You, people living with you or any visitors to your property must keep any animal at your property under proper control at all times. It should not cause any nuisance to neighbours or other people or cause damage to our or any other property.	b	<p>If you keep a dog that is classed as being dangerous under the Dangerous Dogs Act 1991, you must meet the relevant conditions of that act.</p> <p>Nuisance caused by animals includes making a lot of noise, and fouling on shared areas such as paths, grassed areas, lifts, stairs, corridors and landings.</p>
12.3	You, and people living with you must not keep any animals classified under the Dangerous Wild Animals Act 1976.		
12.4	You, and people living with you must not keep any animal which we feel is unsuitable.	c	<p>When considering whether an animal is suitable or whether the number of animals you have is reasonable, we will take account of:</p> <ul style="list-style-type: none"> • the type and size of the animal; • the type and size of your property; • the number of people living in your property; • hygiene; and • the welfare of the animal. <p>We will ask you to remove any animal that we consider to be unsuitable or which is causing a nuisance.</p>
12.5	You, and people living with you, must only keep a reasonable number of pets at your property.		
12.6	You, people living with you or any visitors to your property must not mistreat, neglect, abuse or harm any animal at your property or within the locality of your property.	d	We will also report any such instances to the RSPCA and the Police.

13	Furniture		
	This section applies to those tenants living in accommodation furnished by the Council.		
			Notes
13.1	You, people living with you and any visitors to your property must not sell, rent, remove or otherwise dispose of any of the furniture that has been provided.	a	When you sign your tenancy agreement, you will be given a list of the furniture that has been provided.
		b	It is a criminal offence to sell, rent or give away the furniture that has been provided. If you do this, we may: <ul style="list-style-type: none"> • tell the police; • charge you the cost of replacing the furniture; or • take legal action to end your tenancy.
13.2	You, people living with you and any visitors to your property must not deliberately or negligently damage or vandalise the furniture which has been provided.	c	You may be charged for the cost of repairing any damage to the furniture provided, however it has been caused (except for ordinary wear and tear), whether by you, anyone living with you, by a visitor to your property, or any animal either living at your property or brought to your property by a visitor.
13.3	You should contact us as soon as possible if any of the furniture that has been provided needs to be repaired.		
13.4	You must allow our officers, agents or staff to enter your property to inspect the furniture that has been provided.	d	We may want to inspect the condition of the furniture and also to check that all of the furniture is still at your property. We will give you reasonable notice if we want to inspect the furniture that has been provided.
13.5	You must leave the furniture at your property when you move out, and it must be clean and in good condition.	e	We will charge you for any missing furniture and for any damaged or broken items.

14. Serving notices

Any notice you give us (including notices in proceedings) should be served as follows.

General notices (housing matters) should be sent to:

Director of Housing,
The Borough Council of Sandwell
Sandwell Council House
PO Box 2374
Oldbury
West Midlands
B69 3DE

Notices in proceedings (including section 82 of the Environmental Protection Act 1990) should be sent to:

The Chief Executive
The Borough Council of Sandwell
Sandwell Council House
PO Box 2374
Oldbury
West Midlands
B69 3DE

Notices in relation to an application for arbitration should be sent to:

The Chief Executive
Arbitration Officer
The Borough Council of Sandwell
Sandwell Council House
PO Box 2374
Oldbury
West Midlands
B69 3DE

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Sandwell Metropolitan Borough Council
December 2021
Forward Plan list of decisions to be taken by the Executive and
Notice of Decisions to be taken in private session.

Representations to a decision being taken in Private Session, where indicated must be e-mailed to Democratic_services@sandwell.gov.uk or in writing to Democratic Services, Sandwell Council House, Oldbury, B69 3DP.

The Council defines a Key Decision as:

- (a) an executive decision which is likely to result in the Council incurring expenditure which exceeds that included in any approved revenue or capital budget or the limits set out within an approved borrowing or investment strategy and was not the subject of specific grant; or
- (b) an executive decision which is likely to result in the Council incurring expenditure, the making of savings or the generation of income amounting to:
 - £250,000 or more where the service area budget exceeds £10m;
 - £100,000 or more where the service area budget is less than £10m; or
- (c) an executive decision which is likely to be significant in terms of its effect on communities living or working in an area comprising two or more wards of the Borough

All items listed in the Executive Notice will be listed as a key decision using the above criteria. Business items which are not defined as a Key Decision may be referred to the Cabinet for information and/or decision but will not be listed in the Executive Notice.

Items listed in the notice of Executive Decisions to be taken in Private Session will list the relevant exemption information as related to the Local Government Act 1972 12A as amended by the Local Government (Access to Information) (Variation) Order 2006 set out as follows:-

1. Information relating to any individual.
2. Information that is likely to reveal the identity of an individual.
3. Information relating to the financial or business affairs of any particular person (including the authority holding that information).
4. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority.
5. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
6. Information which reveals that the authority proposes:-
 - to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
 - to make an order or direction under any enactment.
7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

The Cabinet/Members of the Executive are as follows:- Councillors Ahmed, Bostan, Carmichael, Crompton, Hartwell, Millard, I Padda, Piper and Simms.

The following items set out key decisions to be taken by the Executive in public session:-

Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
1	Information Governance Records Retention Contact Officer: Maria Price Director of Law and Governance - Surjit Tour	Leader	15 December 2021		The Corporate Retention Policy E-mail Retention Policy Information Rights Policy



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
2	Sandwell and Community Caring Trust Contract Contact Officer: Hannah Soetendal Director: Rashpal Bishop – Director of Adult Social Care	Adults, Social Care and Health (Cllr Hartwell)	15 December 2021 (Private Item)		



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
3	Determination of Admission Priorities for Sandwell's Community and Voluntary Controlled Schools 2023/2024 Contact Officer: Martyn Roberts Director Children and Education	Children and Education (Cllr Simms)	15 December 2021	N/A	Report by Director Children and Education: Appendices Appendix 1: Admission arrangements for community and voluntary controlled schools in Sandwell for 2023/24



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
4	SEND Transport – Future Arrangements Contact Officer: Sue Moore Director – Children’s Services	Children and Education (Cllr Simms)	15 December 2021	CSE Scrutiny Board 27 September	
5	Domestic Abuse Safe Accommodation Strategy 2021-24 Contact Officer: Maryrose Lappin Director: Nicholas Austin – Director of Borough Economy	Community Safety (Cllr Piper)	15 December 2021		



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
6	B2022 Commonwealth Games – Host Integration Project Contact Officer: Chris Jones Director: Tony McGovern	Culture and Tourism (Cllr Millard)	15 December 2021		Cabinet Report
7	B2022 Commonwealth Games Live Site Contact Officer: Jane Lillystone/Chris Jones Director: Nicholas Austin – Interim Director of Borough Economy	Culture and Tourism (Cllr Millard)	15 December 2021	No	Cabinet Report



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
8	Street Naming, Renaming and Property Numbering Policy Contact Officer: Robin Weare/ Barry Ridgway Director: Nicholas Austin – Interim Director of Borough Economy	Environment (Cllr Bostan)	15 December 2021		



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
9	Award a Contract Plant Hire Equipment Contact Officer: Robin Weare/ Barry Ridgway Director: Nicholas Austin – Interim Director of Borough Economy	Environment (Cllr Bostan)	15 December 2021		



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
10	Award a Contract for Coated Road Stone and Instant Road Repair Materials Contact Officer: Robin Weare/Barry Ridgway Director: Nicholas Austin – Interim Director of Borough Economy	Environment (Cllr Bostan)	15 December 2021		



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
11	Direct Award of Contract for eCapture and Webcapture Services Contact Officer: Ian Dunn Director: Simone Hines – Director of Finance	Finance and Resources (Cllr Crompton)	15 December 2021		



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
12	Contract for the provision of a Revenues and Benefits application, a corporate document management solution and scanning and indexing services Contact Officer: Sue Knowles Director: Simone Hines – Director of Finance	Finance and Resources (Cllr Crompton)	15 December 2021		



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
13	Housing Revenue Account Business Plan 2021-2051 Contact Officer: Rebecca Maher Director: Simone Hines – Director of Finance	Finance and Resources (Cllr Crompton)	15 December 2021		
14	Draft General Fund Budget Report 2022/23 Contact Officer: Rebecca Maher Director: Simone Hines – Director of Finance	Finance and Resources (Cllr Crompton)	15 December 2021		



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
15	Procurement of a Corporate Asset Management System Contact Officer: Simone Hines Director: Simone Hines – Director of Finance	Finance and Resources (Cllr Crompton)	15 December 2021		
16	Council Tax Base Calculation 2022/23 Contact Officer: Ian Dunn Director: Simone Hines – Director of Finance	Finance and Resources (Cllr Crompton)	15 December 2021		



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
17	Business Rates Retention Estimates 2022/23 Contact Officer: Ian Dunn Director: Simone Hines – Director of Finance	Finance and Resources (Cllr Crompton)	15 December 2021		



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
18	Council Tax Reduction Scheme 2022/23 Contact Officer: Ian Dunn Director: Simone Hines – Director of Finance	Finance and Resources (Cllr Crompton)	15 December 2021		
19	Review of council tenant rents and housing related property charges Contact Officer: Nigel Collumbell Director: Director of Housing Gillian Douglas	Housing (Cllr Ahmed)	15 December 2021		



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
20	Provision of 18 new council homes at Beaver Road, Tipton Contact: Alan Martin Director: Tony McGovern – Director of Regeneration and Growth/Gillian Douglas – Director of Housing and Communities	Housing (Cllr Ahmed)	15 December 2021		Report



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
21	Provision of 15 new council homes at Hawes lane Rowley Regis Contact: Alan Martin Director: Tony McGovern – Director of Regeneration and Growth/Gillian Douglas – Director of Housing and Communities	Housing (Cllr Ahmed)	15 December 2021		
22	Day to Day Repairs to Housing Contact Officer: J Rawlins Director: Gillian Douglas – Director of Housing and Communities	Housing (Cllr Ahmed)	15 December 2021		Report



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
23	Provision of new council homes via Construction West Midlands Framework- Design stage Contact Officer: Mark Drake/Alan Martin Tony McGovern – Director of Regeneration and Growth/Gillian Douglas – Director of Housing and Communities	Housing (Cllr Ahmed)	15 December 2021		



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
24	Provision of 10 new council homes at Britannia Road, Rowley Regis – Award of contract through Exemption to Procurement and Contract Procedure Rules Contact Officer: Alan Martin Director: Tony McGovern – Director of Regeneration and Growth/Gillian Douglas – Director of Housing and Communities	Housing (Cllr Ahmed)	15 December 2021	N/A	Report



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
25	<p>Provision of new council homes on 4 no sites to be delivered via Construction West Midlands Framework - Design stage</p> <p>Contact Officer: Mark Drake</p> <p>Director: Tony McGovern – Director of Regeneration and Growth/Gillian Douglas – Director of Housing and Communities</p>	Housing (Cllr Ahmed)	15 December 2021	N/A	Report



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
26	Additional Licensing (West Bromwich Area) – consultation findings and proposed recommendation Contact Officer: Karl Robinson / Gary Wright Director: Gillian Douglas - Director of Housing	Housing (Cllr Ahmed)	15 December 2021		



Title/Subject		Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
27	West Bromwich Interim Planning Statement/Masterplan Contact Officer: Jenna Langford/Richard Reeves Director of Regeneration & Growth	Regeneration and Growth (Cllr Padda)	15 December 2021		West Bromwich Interim Planning Statement/Masterplan
28	Appropriation of 148 Tower Road, Tividale Contact Officer: Stefan Hemming Director: Tony McGovern, Director – Regeneration and Growth	Regeneration and Growth (Cllr I Padda)	15 December 2021		



	Title/Subject	Cabinet Portfolio Area	Decision Date	Pre-decision Scrutiny to be carried out? (Board and date)	List of documents to be considered
29	Land on the west side of Tunnel Road, West Bromwich Contact Officer: George Singh Gurcha Director: Tony McGovern – Director of Regeneration and Growth	Regeneration and Growth (Cllr I Padda)	15 December 2021 (Private Item)		



The following items set out key decisions to be taken by the Executive in private session:-

Title/Subject	Cabinet Portfolio Area	Decision Date	Private Item – Reason for Exemption	List of documents to be considered
SEND Transport – Future Arrangements Contact Officer: Sue Moore Director – Children’s Services	Children and Education (Cllr Simms)	15 December 2021	Commercial sensitivity	
Sandwell and Community Caring Trust Contract Contact Officer: Hannah Soetendal Director: Rashpal Bishop – Director of Adult Social Care	Adults, Social Care and Health (Cllr Hartwell)	15 December 2021	Commercial Sensitivity	












Title/Subject	Cabinet Portfolio Area	Decision Date	Private Item – Reason for Exemption	List of documents to be considered
Land on the west side of Tunnel Road, West Bromwich Contact Officer: George Singh Gurcha Director: Tony McGovern – Director of Regeneration and Growth	Regeneration and Growth (Cllr I Padda)	15 December 2021	Contains financial information which may prejudice future negotiations & personal information	



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Work Programme Safer Neighbourhoods and Active Communities Scrutiny Board

September to December 2021

Meeting Date	Item	Links with Strategic Aims	Notes
2 September 2021	Housing Age Designations Review	 	Director of Housing (Gillian Douglas)
25 November 2021	CCTV Block Expansion	 	Director of Housing (Gillian Douglas)
	Tenant Engagement and Involvement Model	 	Director of Housing (Gillian Douglas)
	Domestic Abuse Strategy		Director of Borough Economy (Nicholas Austin)
9 December 2021	Tenancy Conditions – Consultation Feedback	 	Director of Housing (Gillian Douglas)

Item to be determined in 2022

Digitisation and Customer Journey (Nicky Denston)

Discussion with representatives of the Safer Sandwell Partnership (Chief Supt Ian Green)



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Safer Neighbourhoods and Active Communities Scrutiny Board

Terms of Reference

As set out in the Scrutiny Procedure Rules contained in Part 4 of the Council's Constitution to scrutinise recommendations, consider referrals under the Call for Action process, and contribute to decision making and policy development through pre-decision scrutiny processes in relation to the following matters:-

- (1) crime and community safety;
- (2) trading standards;
- (3) emergency planning and civil resilience;
- (4) leisure and tourism opportunities in the borough;
- (5) libraries, museums and the Community History and Archive Service;
- (6) the planning and provision of green spaces including parks and local nature reserves;
- (7) voluntary and community sector support;
- (8) partnership working to strengthen the third sector in Sandwell;
- (9) community development;
- (10) strategic housing policy;
- (11) social housing;
- (12) private rented sector rented accommodation;
- (13) homelessness.

In relation to the Council's scrutiny functions as set out in section 19 Police and Justice Act 2006, the Board will:

- (a) scrutinise decisions and actions of the Council and "responsible bodies" (as defined in section 5 Crime and Disorder Act 1998) relating to the performance of crime and disorder functions;

- (b) consider local crime and disorder matters referred to the Board by a councillor;
- (c) make reports and recommendations to the Council and responsible bodies.