



CABINET

3 November 2021

A meeting of the CABINET will be held on Thursday, 11th November, 2021, 6.00 pm in Council Chamber, Marmion House, Lichfield Street, Tamworth, B79 7BZ

A G E N D A

NON CONFIDENTIAL

1 Apologies for Absence

2 Minutes of Previous Meeting (Pages 5 - 8)

3 Declarations of Interest

To receive any declarations of Members' interests (pecuniary and non-pecuniary) in any matters which are to be considered at this meeting.

When Members are declaring a pecuniary or non-pecuniary interest in respect of which they have dispensation, they should specify the nature of such interest. Members should leave the room if they have a pecuniary or non-pecuniary interest in respect of which they do not have a dispensation.

4 Question Time:

To answer questions from members of the public pursuant to Executive Procedure Rule No. 13

5 Matters Referred to the Cabinet in Accordance with the Overview and Scrutiny Procedure Rules

6 Investment in Town Hall ICT Infrastructure and Equipment (Pages 9 - 14)
(Report of the Leader of the Council)

7 Replacement Backup System (Pages 15 - 18)
(Report of the Portfolio Holder for Finance and Customer Services)

8 Corporate Enforcement Policy (Pages 19 - 42)

(Report of the Portfolio Holder for Regulatory & Community Safety)

9 Tenancy Management Policy (Pages 43 - 76)

(Report of the Portfolio Holder for Social Housing and Homelessness Prevention)

10 Exclusion of the Press and Public

To consider excluding the Press and Public from the meeting by passing the following resolution:-

“That in accordance with the provisions of the Local Authorities (Executive Arrangements) (Meeting and Access to Information) (England) Regulations 2012, and Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during the consideration of the following business on the grounds that it involves the likely disclosure of exempt information as defined in paragraphs 1, 2 and/or 3 of Part 1 of Schedule 12A to the Act and the public interest in withholding the information outweighs the public interest in disclosing the information to the public”

At the time this agenda is published no representations have been received that this part of the meeting should be open to the public.

11 Homelessness Winter Relief 21/22 update (Pages 77 - 132)

(Report of the Portfolio Holder for Social Housing and Homelessness Prevention)

Yours faithfully

A handwritten signature in black ink, appearing to be 'A. B.', followed by a long horizontal line extending to the right.

Chief Executive

Access arrangements

If you have any particular access requirements when attending the meeting, please contact Democratic Services on 01827 709267 or e-mail democratic-services@tamworth.gov.uk. We can then endeavour to ensure that any particular requirements you may have are catered for.

Filming of Meetings

The public part of this meeting may be filmed and broadcast. Please refer to the Council's Protocol on Filming, Videoing, Photography and Audio Recording at Council meetings which can be found [here](#) for further information.

If a member of the public is particularly concerned about being filmed, please contact a member of Democratic Services before selecting a seat.

FAQs

For further information about the Council's Committee arrangements please see the FAQ page [here](#)

To Councillors: J Oates, R Pritchard, M Bailey, D Cook, S Doyle and A Farrell.

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MINUTES OF A MEETING OF THE CABINET HELD ON 21st OCTOBER 2021

PRESENT: Councillor J Oates (Chair), Councillors R Pritchard (Vice-Chair), M Bailey, D Cook, S Doyle and A Farrell

The following officers were present: Anica Goodwin (Executive Director Organisation), Joanne Sands (Assistant Director Partnerships) and Tracey Pointon (Legal Admin & Democratic Services Manager)

58 APOLOGIES FOR ABSENCE

No apologies were received

59 MINUTES OF PREVIOUS MEETING

Minutes of the meeting held on 30th September 2021 were approved and signed as a correct record.

(Moved by Councillor R Pritchard and seconded by Councillor A Farrell)

60 DECLARATIONS OF INTEREST

There were no Declarations of Interest.

61 QUESTION TIME:

QUESTIONS FROM MEMBERS OF THE PUBLIC NO. 1 Under Schedule 4, 13, Mr H Loxton will ask the Leader of the Council Councillor Jeremy Oates, the following question:-

The new markets in Tamworth are a great idea and it's clear the food festival at the weekend was a success.

One thing that has been mentioned is the difficulties those in wheelchairs/mobility scooters have in accessing the stalls when they are situated on the grass, especially when the grass is wet. Could alternative hard standing areas be looked at for future events to ensure it is accessible for all?

Councillor Oates gave the following reply:

Thank you for your kind comments recognising the success of the recent Food and Drink festival in the Castle Grounds that was delivered by LSD Promotions our market operator.

The ambition of the Council is to support new activity that extends and complements the market in order to specifically benefit wider Town Centre businesses. The location chosen in this instance has been purposefully done so to try and achieve this aim, in a picturesque and attractive setting.

Where possible, matting was put down to make sure that access and egress onto the main lower lawn was a smooth transition and seated areas were kept well separated to allow free flow and movement in-between.

The Council will always try and ensure all events put on in the Borough are as accessible and inclusive as possible for everyone and at a meeting last week we were considering how we grow the markets not only in the Castle Grounds but in the Town Centre and we will take on board Mr Loxton's comments when we roll that in future.

62 MATTERS REFERRED TO THE CABINET IN ACCORDANCE WITH THE OVERVIEW AND SCRUTINY PROCEDURE RULES

None

63 MODERN SLAVERY AND HUMAN TRAFFICKING STATEMENT 2020/21

Report of the Portfolio Holder Regulatory and Community Safety to approve the Council's Modern Slavery and Human Trafficking Statement 2020/21

RESOLVED: That Cabinet

Approved the Council's Modern Slavery and Human Trafficking Statement 2020/21 which as been endorsed by the Audit and Governance Committee

(Moved by Councillor S Doyle and seconded by Councillor R Pritchard)

64 COUNCIL HOUSING ANNUAL REPORT 2020/2021

Report of the Portfolio Holder for Social Housing and Homelessness Prevention to set out the detail informing the production of the Councils Annual Report for council housing tenants' (2020/21) and continue to highlight to Cabinet the Regulatory Social Housing's requirements in relation to the Council's stock retained service, the implementation of the social housing white paper and the findings of the Regulator of Social Housing's Consumer Regulation Review 2020/21. And update Cabinet on the Council's existing plans to undertake an independent review of the Council's compliance with the regulatory standards and the social housing white paper, across the range of responsible corporate teams.

RESOLVED: That Cabinet

1. Approved the draft `Council Housing Tenants Annual Report

2020/21` for circulation to all Council's tenants via the Council's website as required by the Regulator for Social Housing, to support effective scrutiny by tenants of their landlord's performance.

2. agreed to delegate authority to the Portfolio Holder for Social Housing & Homelessness Prevention to make the necessary amendments to the draft Council Housing Tenants Annual Report 2020/21, prior to digital circulation to Council's tenants.
3. Agreed to support the Regulator for Social Housing's requirement for registered providers of social housing including local authorities in England to meet the relevant regulatory standards, social housing white paper and the summary findings of the Consumer Regulation Review 2020/21; and
4. noted that the Housing & Homeless Sub Committee received a presentation on the Social Housing white paper & consumer standard compliance on 22nd September and, Cabinet also agreed to support, a targeted and independent self-assessment to ensure compliance with the Regulator Social Housing standards
5. agreed to receive a further report in 2022/2023 (ahead of next year's annual report) on the self-assessment and proposed improvement plan; and
6. Approved the release of £20k from the HRA General Contingency Budget in funding the Independent Self-Assessment & action plan.

(Moved by Councillor A Farrell and seconded by Councillor R Pritchard)

Councillor Cook asked the Leader of the Council to send a letter of thanks to Mr Barnes & Ms Mustafa to pass on thanks to all the staff in housing.

65 SOUTH STAFFS LEGAL SERVICE

Report of the Portfolio Holder for Finance and Customer Services to seek approval for increased resources and changes to staffing within the Shared Legal Service.

RESOLVED: That Cabinet

Approved the proposal to expand the current staffing resources within the Shared Legal Service as set out in paragraph entitled 'Resource Implications' of this report, pending Lichfield's City Council's agreement.

(Moved by Councillor M Bailey and seconded by Councillor D Cook)

Leader

Thursday, 11 November 2021

Report of the Leader of the Council

Investment in Town Hall resources to facilitate the delivery of on-line meetings

Exempt Information

None

Purpose

- 1.1 To update Cabinet on progress made with regards to facilitating on-line meetings.
- 1.2 To inform members of the increase required in Democratic resources to continue to deliver on-line meetings.

Recommendations

That Cabinet members:

1. Endorse the findings within the report and progress to date in relation to work already delivered.
2. Continue to commit to livestreaming of Council meetings.
3. Continue to ensure all committee meetings are recorded and published in order to maximise transparency of decision making and electoral accountability.
4. Support the policy change to increase the current establishment within Democratic Services.
5. Request that the Appointments and Staffing Committee consider the staffing resource implications associated with this report.
6. Receive a further report once final costs for ICT investment are received.

Executive Summary

This report provides Members with an update on the progress of the project which has seen Tamworth Borough Council live-stream Council meetings, record other Committee meetings and publish them to YouTube.

Political Leadership made clear that is their wish to maximise transparency and public coverage in terms of decision making.

1. Virtual meetings and Livestreaming of those meetings

1.1. Prior to the Covid 19 pandemic all Council and other Committee meetings were held in person up to March 2020.

1.2. Following a change in Government legislation in April 2020, Tamworth Borough Council (TBC) were able to hold all Council and other Committee meetings virtually using the Microsoft Teams platform with all the meetings live streamed using Teams Live Events by members of the ICT and Assembly Rooms technical team (with the exception of Part II business). [Note: It is a legal requirement under the Local Government Act 1972 as amended that all public meetings are accessible apart from any Part II confidential business].

1.3. All the Council and other Committee meetings from May 2020 to April 2021 were live streamed with all the recordings being kept for a period of 6 months. Details on the live streaming viewings were promoted via social media.

1.4. From 7 May 2021 the ability to hold virtual Council and other Committee meetings ceased on expiry of the enabling Regulations and the Council reverted to physical meetings, a national

legal challenge having been unsuccessful. However, the political leadership directed that all Council meetings would continue to be live-streamed so as to enhance visibility and democracy with all other Committee meetings being recorded and subsequently published to YouTube.

1.5. During this time Council meetings were live streamed directly from the Assembly Rooms using temporary GoPro cameras, the Council's existing Auditel wireless microphone system, with additional Assembly Rooms roaming mics, switching put together by ICT and Assembly Rooms tech staff and the Assembly Rooms audio system. Audio and video were fed into Open Broadcaster Software (OBS) running on a laptop and streamed via the Assembly Rooms internet connection. This platform/system used for the live steaming was however not robust enough for longer term use and was extremely resource intensive, impacting on both the Assembly Rooms and ICT teams. Technical audio and video skills were required which were not readily available in- house.

1.6. Whilst the use of Teams Live Events provided a straightforward and ready to use solution during the period of virtual meetings, setting up and moving of the equipment required for onsite meetings is far more technical and resource intensive. The equipment whilst set up in the Council Chamber needs to be checked and tested prior to each meeting. Moving the equipment over to the Assembly Rooms for Council meetings and then setting up again is labour intensive and usually takes at least a day to install and test. The equipment then needs to be relocated back to the Council Chamber (sometimes for a meeting the following day) and installed and tested again.

1.7. Teams Live Events meetings are however, labour intensive requiring two x Democratic Services staff and one x ICT Officer. There was also extra preparation for the meeting in terms of setting up the meeting using Teams Live Events, inviting external presenters, preparing scripts, dealing with external speakers (Planning) which has been resourced with temporary internal staff.

1.8. The move to Teams Live Events has been well received and has offered a greater degree of stability during meetings but again was extremely resource intensive for staff. Significant additional hours were worked by members of the ICT and Democratic Services teams. Goodwill of the staff working these hours was extremely appreciated and enabled the Council to continue to run committee meetings throughout the pandemic.

1.9. As the use of Teams is still relatively new, there remains a need to continue to support members on a regular basis.

2. Livestreaming meetings in the future

2.1. Currently, there is no 'built-in' technology to live stream or webcast meetings from any Council building used for meetings (i.e. the Council Chamber and other meeting rooms within Marmion House, Town Hall, and Assembly Rooms) to the internet. Temporary audio and video equipment along with OBS running on a laptop has been used.

2.2. To live stream meetings on a permanent more professional basis, including the facility for remote participants to join via a platform such as Teams, an investment into a new technology solution with the necessary audio and video infrastructure is required.

2.3. The Head of Technology and Information Services along with the member of ICT who has supported the ICT elements of meetings since April 2020 have looked at options for a longer-term technology solution for Council and committee meetings going forward including associated support and maintenance.

2.4. Requirements for the technical solution

- To be able to live stream a meeting on a link accessible from the Council's website which could be published with the agenda.
- To be able to retain a recording of the live stream to be accessible from the Council's website via the link for a year after the meeting.
- Provide a hybrid option for remote participants integrating with MS Teams and other collaboration platforms with screens for remote participant visibility on site
- For the cameras within the room to automatically track the participants in the meeting when they are speaking, identifying the members by name for the webcast
- Ability to include a presentation in the web cast
- Simple operation to setup, start and end the live stream by non-technical members of staff including the ability to pause the web cast for confidential items.
- For the system to be secure and comply with the Council's ICT security policies

- Minimal, non-technical staff resource required to run the system which could mean a reduction in the current requirement for additional ICT support
- Live captions/subtitling during meetings for the webcast
- Voting system built into conference units
- Integration with ModGov committee management system
- Ideally utilise existing wireless microphone system
- Recordings available for 12 months
- Vendor support to assist with and rectify issues

2.5. Additional training for the new system will be required, this would be included in the requirements specification for suppliers.

Options Considered

There were several options looked at for a longer-term committee meeting technology solution based on the Town Hall as the main location for meetings.

Public-I

Public-I is one of the market leaders in this space and used by several larger authorities including Stoke-on-Trent and Staffs County. After several discussions with them, they have provided a proposal with indicative costs. Public-I solution costs are made of 3 elements: webcasting services including cameras, hardware leasing/purchase (conferencing equipment) and streaming hours. Streaming hours can add considerably to the annual costs, the proposal is based on 50 HD hours (enough to live stream Full Council). Other meetings can be recorded and then published to YouTube.

The Public-I solution proposed provides cameras that auto focus on the member speaking, replacement wireless microphone system facilitating voting and ID card login allowing Members to sit anywhere and their name be linked with the conference unit they login to and displayed on the webcast. The proposal also includes the facility to integrate with a Teams meeting allowing hybrid meetings and associated support and maintenance. The solution integrates with our ModGov committee management system, with meeting webcasts scheduled and started from within ModGov, agenda items are also indexed with the relevant part of the web cast allowing easy viewing of the recording. The system is designed to be managed and run by non-technical staff.

Indicative costs for the solution are as follows –

- Webcasting including 50 HD Streaming Hours – in the region of £60k over 5 years with approximately £10k one off setup fee
- Conferencing Hardware - capital purchase (can also be leased) – in the region of £40k
- Our existing wireless microphone system could be used instead, this would mean cameras would have to be manually controlled and voting/login features would be lost.
- Support and maintenance – in the region of £2k pa
- Total investment over 5 years would be circa £120k

There would be some additional costs for screens to view Teams meetings and the proposal would be subject to a site survey. Costs are only indicative and included to set budget expectations.

Auditel

We also looked at other solutions in the market, focussing on Auditel as an example after discussions with Walsall Council who have recently awarded them their Chamber AV solution tender based on a similar requirement.

The Auditel system would broadly provide a like for like solution to Public-I with most of the

same feature set but can utilise our existing wireless microphones also supplied by Auditel. Their system integrates with ModGov offering a simple user interface aimed at non-technical staff. As with Public-I, Auditel streaming is charged by the hour and can be purchased upfront. Auditel have two options, up to 100 hours and unlimited with the latter not adding significant cost. The system offers hybrid, integrating with all the main collaboration platforms including MS Teams and Zoom. The Auditel solution can be implemented in a fixed or flexible installation, depending on our intended use cases for the room. The flexible implementation would require more preparation ahead of the meetings if layouts changed and therefore have a potential an impact on resource. Predefined seating layouts can be setup in the system for specific meetings.

Prior to contract award, Walsall were leasing a complete setup from Auditel to provide an interim solution. Auditel are able to provide a similar interim solution proposal for our requirements, with a complete feature set including webcasting to YouTube, Hybrid and Chamber screens to enable a trial period of use and potentially a solution to the current resource intensive streaming technology and process. We are still awaiting indicative costs for the complete solution; this should be with us this week.

In-house specified and led solution

We also considered an in-house solution specified and led jointly by ICT and Assembly Rooms technical staff using our experience of the technology used for meetings to date. After further detailed discussion and consideration, this was ruled out due to complexity, lack of the required specialist knowledge and resource availability in both teams.

Teams Rooms

Lastly, we looked at the possibility of setting up the chamber as a Microsoft Teams Room. Teams Rooms are meeting rooms setup specifically for use with Microsoft Teams, with built in audio and video, negating the need for individual laptops to join meetings. Teams Rooms allow remote and on-site participants to collaborate in a meeting with full visibility and participation. The meeting would then be streamed to the internet using either existing software (OBS) or other 3rd party technology.

This solution, although not specifically aimed at Council meetings, could provide a flexible and lower cost option although would likely require a more technical resource to manage the webcast and lack some of the key built-in features such as ModGov integration available in the other solutions. Teams Rooms is aimed at providing AV enabled collaboration/meeting spaces but may lend itself to our requirement subject to a suitable solution for webcasting to YouTube. We are discussing this further with a Teams Rooms specialist partner to consider its suitability.

Options Summary

The three in scope options detailed above still require some further investigation in terms of site specific configuration and heritage impacts but give us a starting point for putting together a more detailed and informed tender specification. It should be noted that costs for solutions discussed are only indicative, included to set budget expectations and would be subject to a formal tender exercise.

The interim Auditel leased option would give us a trial full feature option and help us understand likely resource requirements for managing the technology going forward but is a sizable, short-term commitment.

Resource Implications

ICT Costs:

Indicative costs for the Public-I solution were received in early October, their proposal would

be subject to a site visit and there would likely be some increase in cost for screens. Currently this would require an investment of circa £120k over 5 years broadly broken down as follows

–

- Webcasting including 50 HD Streaming Hours – in the region of £60k over 5 years with approximately £10k one off setup fee
- Conferencing Hardware - capital purchase (can also be leased) – in the region of £40k
- Support and maintenance – in the region of £2k pa
- Total investment over 5 years would be circa £120k

We are still awaiting costs for both the Auditel and Teams Room options. Auditel have visited site, so we are expecting their proposal to be accurate in terms of costing but again would be subject to a formal tender exercise. We are in the process of further discussions with a supplier in terms of suitability of the Teams Room solution.

Auditel are able to provide a cost for an interim full feature solution on a leased basis although this is likely to be a sizable monthly commitment. The interim solution would give us the opportunity to trial an example solution and would likely not need a technical resource as can be run by a non-technical member of staff. It would also provide a reliable, low maintenance and hybrid enabled solution for the current Council Chamber in the short term whilst we procure a longer term solution through a formal tender exercise.

There is currently no budgetary provision for these costs and a capital bid may need to be included within the capital programme.

Democratic Resource Costs:

Until the final ICT solution is fully costed and impact assessed, we are unable to clarify the final impact on either ICT, Assembly Room or Democratic Service teams. Notwithstanding the potential solution identified, Democratic Services are currently operating with additional temporary hours which are necessary to support the changes in demand for on-line streamed committee meetings. The temporary required hours and duties of the post have been reviewed in light of the current vacancy and as such, a further report will be submitted to Appointment and Staffing for their consideration. The increase in budget required to support the request is £5.5k which will be submitted as a policy change via the budget process. There could also be a saving in the current staffing costs associated with a more automated system.

Legal/Risk Implications Background

There is no legal requirement to livestream meetings.

If meetings continue to be held in person the requirement for the public to have access to the meeting would be complied with and if the livestreaming was disrupted in any way there would be no legal requirement to ensure it continued to run as we are already legally compliant.

Continuing with the technology we are currently using is not sustainable and presents a risk to both ICT and Democratic Services in terms of service delivery and resource availability. It does not allow for hybrid meetings which increases associated health and safety risks with potentially more staff being on site for meetings. It may also pose a reputational risk of live streams being unreliable longer term and not available as publicised.

Equalities Implications

An Equality Impact Assessment will be prepared to support the final ICT solution.

Sustainability Implications

From an environmental perspective, if the Council did agree to continue to livestream Council meetings there would be reduced travel by Councillors (non-committee members), and members of the public to attend meetings as the option to watch live from a computer would be provided therefore this would have a positive benefit to the Council's Climate Change Strategy.

Report Authors

Anica Goodwin – Executive Director Organisation

Gareth Youlden – Head of Technology and Information Services

Tracey Pinton – Legal Admin and Democratic Services Manager

Thursday, 11 November 2021

Report of the Portfolio Holder for Finance and Customer Services

Replacement Backup System

Exempt Information

N/A

Purpose

To request that members approve the following for replacement of our current network backup system –

- Release of £15,000 from capital contingency to part fund the replacement of our current backup system.

To advise members of the following -

- The re-purposing of existing capital scheme for Mobile Phones of £20,000, no longer required to fund the Mobile Phone contract, to part fund the replacement of our current backup system.
- The addition of a new scheme to the capital programme - Replacement Backup System with a total capital budget of £51k, funded by the two elements above and a contribution from existing ICT capital budgets.

Recommendations

It is recommended that members approve the release of £15,000 from the General Fund capital contingency budget to part fund the replacement Backup System.

Executive Summary

The network backup system is a critical part of the Authority's ICT infrastructure, supporting business continuity plans for the Council's ICT systems from a simple file or system recovery to a complete disaster recovery scenario. The current system has been in place for some years and runs on legacy hardware infrastructure approaching manufacturer end of life. The current system has been value for money and technically reliable to date, sweating hardware assets beyond their expected life but lacks the ability to backup cloud-based data and services.

In line with the recent approval of the 5-year ICT Strategy, the ICT Service is preparing for the adoption of more cloud-based services to further leverage existing Microsoft agreements and benefit from the flexibility and demand driven model Cloud offers. To pave the way for cloud adoption, it is essential we have a robust and Cloud enabled backup system to ensure our information is secured for both on premise and Cloud based data.

Over the past 6 months, the ICT service has carried out a thorough market appraisal of backup systems that fit a basic set of requirements and are in line with our ICT Strategy. The outcome of this appraisal was a further deep dive into two different solutions from Rubrik and

Arcserve. Following extensive engagement with both vendors, associated resellers as well as existing customers of both, Arcserve has been found as best fit for our strategy. We already use the non-cloud Arcserve product so are confident using the system, it will result in reduced implementation time and require less resource from the team allowing us to focus on delivering other projects rather than the learning curve of a new system.

Arcserve sets the pricing, they have a preferred partner for this opportunity in CoolSpirit who have preferential pricing, offering us the best value. We have negotiated a significant discount to the retail pricing and have licensing for Azure backup (Microsoft's Cloud Services) included free in preparation for our cloud adoption strategy. This offer is unique to the proposal from CoolSpirit and would otherwise cost £32,300 over the 3-year contract which further supports the waiver to financial guidelines based on best value for the organisation.

The Council is now relying even more on fit for purpose, future proof, reliable and value for money ICT infrastructure. Cloud enabled backup is an integral part of our technology infrastructure, delivery of the ICT Strategy and the associated outcomes for our citizens.

Options Considered

A market wide appraisal was carried out with a more detailed review of two vendors aligned with our requirements. Following a deep dive into the two solutions with both the software vendors, associated resellers and existing customers, the outcome based on best fit, current position of the ICT Service, resource availability, current knowledge/experience of the team and commercials was a decision on Arcserve as the preferred system.

As a comparison, Rubrik solution costs would be £70,500 over 3 years with uncertainty over cloud storage costs as this is purchased separately direct from Microsoft. Storage required for cloud service backups can only be estimated and therefore the Rubrik solution costs are subject to possible increase as data grows. The Arcserve cloud storage costs are fixed.

There are also additional costs associated with the Rubrik solution as we move more services to the cloud, these are included with Arcserve. Finally, continuing with the Rubrik solution after the proposed 3-year contract would incur additional annual costs of £7k over Arcserve in the same period

The Arcserve solution in its proposed form has been recently audited at Lichfield DC with a Reasonable Assurance level, only falling short of Substantial level due to some local internal process recommendations.

Resource Implications

The total cost of the 3-year contract with CoolSpirit for the Arcserve backup system is £68,287.23. This is broken down as follows –

Year 1 - £50,917.47 – Backup system, cloud backup storage, licensing, support, and implementation

Year 2 - £8,323.01 – Cloud backup storage

Year 3 - £9,046.75 – Cloud backup storage

Year 2 and 3 costs will be funded from existing budgets. The release of £15,000 from General Fund capital contingency will leave a balance of £120,000.

Legal/Risk Implications

The main risk to this project is refusal of the release of the necessary funding and therefore doing nothing in terms of replacing our current backup system. This would present several significant implications in terms of reliability of our backups, business continuity and delivery of the ICT Strategy.

1. the current storage infrastructure hosting our backup data is now nearing capacity and end of life
2. the servers running the backup system are also at end of life
3. the current DR model utilising Walsall WMBC as a secondary site for our data is being withdrawn in 2022 as Walsall are accelerating their own move to the Cloud and decommissioning the reciprocal DR arrangement.
4. Doing nothing would result in us being unable to backup any Cloud based data going forward

Equalities Implications

N/A

Sustainability Implications

N/A

Background Information

N/A

Report Author

Gareth Youlden – Head of Technology and Information Services

List of Background Papers

N/A

Appendices

N/A

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Thursday, 11 November 2021

Report of the Portfolio Holder for Regulatory & Community Safety

Corporate Enforcement Policy

Exempt Information

None

Purpose

To approve a revised and updated Corporate Enforcement Policy

Recommendations

It is recommended that:

1. The revised Corporate Enforcement Policy attached as Appendix 1 is approved
2. The Assistant Director Partnerships, in conjunction with appropriate Heads of Service, be authorised to make minor editorial changes to the Policy as required that do not materially change the scope or meaning of it
3. A full review of the Policy be undertaken every three years with update to the Audit and Governance Committee

Executive Summary

The Legislative and Regulatory Reform Act 2006 requires local authorities to have regard to the principles set out in section 21 of the above Act when exercising a specified regulatory function. The Council fully supports the principles set out in the 2006 Act.

The appropriate use of the full range of enforcement powers, including prosecution, is important, both to secure compliance with the law and to ensure that those who have duties under it may be held to account for failures to safeguard health, safety and welfare or breach of regulations enforced by the Council.

This policy sets out standards that will be applied across the Council when acting in its role as regulator and enforcement agency, sets out the approach to be followed by authorised Officers when making decisions in respect of the Council's compliance and enforcement activities and what residents, businesses, consumers and workers can expect from Tamworth Borough Council.

This policy has been set in accordance with the Regulator's Compliance Code and the Statutory Code of Practice for Regulators. This means that the Council will be open, helpful, fair and careful to ensure that any action required by the Council is proportionate to the risks.

This approach is intended to provide better information to businesses and the community and, by doing so, lend support to the Council's efforts to deliver quality services.

The updated Corporate Enforcement Policy outlines the corporate approach across all council services when considering enforcement action and is an overarching strategy that applies to all the Council's services with enforcement duties.

It is the guidance upon which individual services with more specific legislative guidance and regulation manage and develop their own more detailed service enforcement procedures and practices.

The policy has undergone extensive consultation with services which undertake enforcement activity and will be circulated via the Astute platform to ensure all departments can make reference to it when determining local policy and procedures.

The policy has also been reviewed to ensure that it is in compliance with the Councils delegated decision making process.

In summary, the suggested Council approach is as follows:

- Prevention through improved communication.
- Focused enforcement - our enforcement resources will be targeted primarily on activities giving rise to the most serious risks to the environment, health and safety of the public.
- Any enforcement will be fair, accountable, consistent, proportionate, transparent and firm.
- The burden on businesses will be reduced through improved partnership working and more consistent working as a Council.
- The public and businesses will be party to and updated on our enforcement approach and policies.

It is recommended that authority is delegated to the Assistant Director Partnerships in conjunction with appropriate Heads of Service to ensure that the policy is kept up to date with full review by the Audit and Governance Committee every three years.

Options Considered

Do Nothing	Review of current policy had not been completed and there is a risk of insufficient evidence of compliance with regulators code
Revise and update policy	Preferred option

Resource Implications

The policy will be circulated to all services who undertake regulatory and other enforcement actions to ensure businesses and individuals are compliant with regulation and who enforce for non-compliance of regulation and legislative processes which the Council undertake.

The policy covers the following areas and any future areas where enforcement may be considered:

- Revenues and Benefits
- Environmental Health regulation
- Environmental crime
- Neighbourhoods (to include the Council’s duty as Social Landlord)
- Partnerships
- Car park enforcement
- Planning
- Private Sector Housing
- Community Safety Partnership and all other external partners that the Council may be required to consider enforcement actions as part of a problem solving approach

Legal/Risk Implications Background

Risk/Benefit	Mitigation
Failure to implement policy	It is important that the Council has a clear policy that incorporates government guidance in order to avoid complaints and legal challenges to its enforcement actions
Failure to review and update	It is also important that Officers can make minor changes in order to keep the policy up to date
Failure to ensure legal advice has been undertaken	The policy has been reviewed by the Council's Legal Service
Failure to consider financial implication	There are no direct financial implications as a result of this report, although actions arising from it may result in legal costs, thereby each case will be considered as per the policy
Positive partnership working	The Policy outlines consideration of and work with community safety and other statutory agencies to ensure enforcement actions as carefully considered

Equalities Implications

Equalities impact assessment attached

Sustainability Implications

Policy will be subject to minor reviews as necessary with 3 year review by Audit and Governance

Background Information

All information contained within the report

Report Author

Joanne Sands – Assistant Director Partnerships

List of Background Papers

None

Appendices

- 1 – Corporate Enforcement Policy
- 2 – Equality Impact Assessment

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CORPORATE ENFORCEMENT POLICY

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Approvals

Name	Approved
Corporate Management Team	September 2021
South Staffs Shared Legal Services	September 2021
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Document Review Plans

This document is subject to a scheduled three year review. Updates shall be made in accordance with legislative changes or business requirements and changes and will be with the agreement of the document owner.

Distribution

The document will be available on the Intranet and publicly accessible on the Tamworth Borough Council website

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1. INTRODUCTION

The Legislative and Regulatory Reform Act 2006 requires local authorities to have regard to the principles set out in section 21 of the above Act when exercising a specified regulatory function. The Council fully supports the principles set out in the 2006 Act.

The appropriate use of the full range of enforcement powers, including prosecution, is important, both to secure compliance with the law and to ensure that those who have duties under it may be held to account for failures to safeguard health, safety and welfare or breach of regulations enforced by the Council.

This policy sets out standards that will be applied across the Council when acting in its role as regulator and enforcement agency, sets out the approach to be followed by authorised Officers when making decisions in respect of the Council's compliance and enforcement activities and what residents, businesses, consumers and workers can expect from Tamworth Borough Council.

This policy has been set in accordance with the Regulator's Compliance Code and the Statutory Code of Practice for Regulators. This means that the Council will be open, helpful, fair and careful to ensure that any action required by the Council is proportionate to the risks. This approach is intended to provide better information to businesses and the community and, by doing so, lend support to the Council's efforts to deliver quality services.

The policy outlines the corporate approach across all council services when considering enforcement action and is an overarching strategy that applies to all the Council's services with enforcement duties.

It is the guidance upon which individual services with more specific legislative powers and regulation manage and develop their own more detailed service enforcement procedures and practices.

1.1 Enforcement Activity

Tamworth Borough carries out a wide range of regulatory and enforcement roles in meeting its many statutory duties relating to:

- Public health and safety
- Quality of life
- Preservation of public and residential amenity
- Maintenance of the environment
- Protection of public funds
- Duties as a Social Landlord

All of these activities will be carried out having regard to the general principles of good enforcement practice outlined in this policy and in accordance with departmental operating processes and procedures

1.2 Delegation of Authority

The Council is committed to ensuring that all authorised officers will act in accordance with this policy and in accordance with the Council's Scheme of Delegation.

There are numerous pieces of legislation which the Council as a local authority either has a duty to enforce or adopts or chooses to enforce. The powers available to officers under these different pieces of legislation vary considerably and it is not the purpose of this document to provide an exhaustive list of those powers.

If officers come across situations where they believe they are being obstructed in carrying out their duties, they will always explain the provisions of the relevant legislation in order to resolve the issue.

The authorised officers of the Council will also comply with the requirements of the particular legislation under which they are acting, and with any associated service policies and/or codes of practice.

It is an offence to obstruct an authorised officer who is conducting an inspection or investigation.

1.3 Objective

The Council seeks to follow the principles of good enforcement contained in the Regulators' Code. These principles help businesses and individuals to comply with regulations and help enforcers to achieve higher levels of voluntary compliance.

Our key approach is summarised as follows:

- Prevention through improved communication.
- Focused enforcement - our enforcement resources will be targeted primarily on activities giving rise to the most serious risks to the environment, health and safety or the public.
- Any enforcement will be fair, accountable, consistent, proportionate, transparent and firm.
- The burden on business will be reduced through improved partnership working and more consistent working as a Council
- The public and businesses will be party to and updated on our enforcement approach and policies.

1.4 Principles of Good Regulation

Although primary responsibility for compliance with the law rests with individuals and businesses, the Council will provide information and advice to help them understand their legal obligations and will seek to raise awareness about the need to comply.

We will exercise our **regulatory** activities in a way which is:

Focussed – we will take account of both national priorities for local government enforcement reflecting local priorities based on evidence or emerging need and where the Council believes its efforts are able to have a greater impact in protecting risk to the public and well-being of the community as stated in the Council's corporate plan.

Accountable – our activities will be open to public scrutiny, with clear and accessible policies, and fair and efficient complaints procedures through our Tell Us process.

Consistent – our advice to those we regulate will be robust and reliable and we will respect advice provided by other regulators. The Council shall seek to ensure consistency of enforcement; however, the Council realises that consistency is not a simple matter of uniformity. Officers will need to exercise their professional judgement and discretion according to the circumstances of each individual case and the relevant responsibilities and intervention systems maintained by the Council.

Proportionate – our activities will be justified, reflecting the level of risk to the public and enforcement action taken will relate to the seriousness of the offence.

Transparent – we will ensure that those we regulate are able to understand what is expected of them and what they can anticipate in return

1.5 Human Rights Act

The Council is a public authority for the purposes of the Human Rights Act 1998. We therefore apply the principles of the European Convention for the Protection of Human Rights and Fundamental Freedoms. This Policy and all associated enforcement decisions take account of the provisions of the Human Rights Act 1998. Due regard is had to the right to a fair trial and the right to respect for private and family life, home and correspondence.

1.6 The Code for Crown Prosecutors

When deciding whether to institute **criminal** proceedings the Council has regard to the provisions of The Code for Crown Prosecutors as issued by the Director of Public Prosecutions.

The Code for Crown Prosecutors is a public document that sets out the general principles to follow when decisions are made in respect of prosecuting cases. The Code sets out two tests that must be satisfied commonly referred to as the 'Evidential Test' and the 'Public Interest Test':

- **Evidential Test - is there enough evidence against the defendant?**

When deciding whether there is enough evidence to prosecute, the Council will consider what evidence can be used in court and is reliable. We must be satisfied there is enough evidence to provide a "**realistic prospect of conviction**" against each alleged offender. This means that it is more likely than not that the alleged offender will be convicted.

- **Public Interest Test - is it in the public interest for the case to be brought to court?**

The Council will balance factors for and against prosecution carefully and fairly, considering each case on its merits. The public interest factors that we will consider are detailed under the enforcement options available to us

1.7 Civil Proceedings

Many powers upon which the Council act, including but not limited to actions as a Social Landlord, are civil proceedings.

Evidence is gathered and assessed in accordance with the Civil Evidence Act 1995 which can include hearsay and third-party statements

The decision to progress actions will be done: -

- Where proportionate and justified to the offence
- On balance of evidential probabilities
- Following full assessment of risk (including that of the victim)

1.8 Reduction of Burden on Business

We recognise that dealing with regulations has a cost to local businesses and we will seek to ensure that interventions in businesses are kept to a minimum by:

- ensuring that we join up across the authority and with other agencies
- utilising national schemes such as primary authority
- focusing our enforcement as detailed in this policy

We believe that part of our role is to help businesses comply with the law. We will therefore, where possible, provide information and advice in relation to our statutory responsibilities.

1.9 Primary Authority Principle

It is our policy/intention to act as Primary Authority for businesses which have their decision-making base within the Borough, where they so desire. Where businesses have a Primary or Home Authority elsewhere, officers will contact other relevant local authorities at the earliest practicable time.

2. ENFORCEMENT OPTIONS FOR COMPLIANCE

The Council recognises the importance of achieving and maintaining consistency in its approach to enforcement. For many areas of our enforcement activity government guidance already exists and there may also be local or regional codes of practice which have been produced to promote consistency.

We believe that the first step in enforcement is to promote good practice, ensure policy compliance and prevent contravention of the law by raising awareness.

This can include the following actions

- Formal notification to outline actions to be taken
- Inspection and Intervention Programmes
- Sampling Programme
- Approvals, Consents and Licences
- Enforcement Visits

2.1 Evidence Gathering

The authority will record complaints it receives and the action it takes in response. We will encourage those who provide information to supply their contact details and explain how the information they provide may be used. Generally, the authority will only be able to take enforcement action where it is justified and proportionate and records will be kept in accordance with retention policies.

Any processing of personal data will be in accordance with Part 3 of the Data Protection Act 2018 where it relates to law enforcement.

We may use search engines, internet listings companies, and review publicly shared social media to establish relevant information

Officers will only carry out covert surveillance where such action is justified and endeavours to keep such surveillance to a minimum. Any officer intending to acquire data covertly will only do so if the evidence or intelligence sought cannot be obtained by any overt other means. All covert surveillance will be undertaken in accordance with the Councils 'Policy and Guidance on the use of RIPA' (Regulation of Investigatory Powers Act 2000 as amended)

2.2 Enforcement in Local Authority Establishments

Officers will carry out enforcement within local authority owned, occupied, or operated premises (e.g., cemeteries, open spaces, and events, fly tipping on Borough Council land) in a manner consistent with any other business. Any serious breaches of law that may be detected in such establishments will be brought to the attention of the responsible Executive Director and Chief Executive without delay.

Contract caterers that operate within Local Authority establishments or for appropriate events will be assessed in accordance with the Food Law Code of Practice and be inspected accordingly.

3. ENFORCEMENT OF NON-COMPLIANCE

In assessing what enforcement action is necessary and proportionate, consideration for compliance failure the Council will consider:

- the seriousness of compliance failure
- the businesses or individual's past performance and current practice
- the risks being controlled
- legal, official, or professional guidance
- the local priorities of the Council.

Where the law has been contravened, there are a range of enforcement options available to seek compliance. Under normal circumstances, a process of escalation will be used, where appropriate, starting with advice and guidance, until compliance is reached. Exceptions to this process of escalation include the following where there is significant risk or harm or actual harm

- public health,
- safety,
- community safety
- the environment (such as fly tipping or air pollution),
- risk to animal health or welfare, and
- where the offences have been committed deliberately or negligently or
- involve deception or where there is significant economic detriment
- continued non-compliance
- Irreversibility (such as knocking down a building).

The sanctions or penalties that are used will: -

- aim to change the behaviour of the offender
- aim to eliminate any financial gain or benefit from non-compliance.
- be responsive and consider what is appropriate for the case and the particular regulatory issue (this can include punishment and the public stigma that should be associated with a criminal conviction)
- be proportionate to the nature of the offence and the harm caused
- aim to restore the harm caused by regulatory non-compliance, where appropriate; and
- aim to improve non-compliance and deter future non-compliance

In certain circumstances there may be specific guidance/instruction issued by central government which direct the Council to act in a specific way.

Examples of enforcement actions that the Council may consider include (but are not limited to) the following: -

- No Action where is proportionate
- Informal Action and Advice (to include emails and advisory letters)
- Formal Actions
- Simple Cautions
- Warning notices
- Fixed Penalty Notices
- Penalty Charge Notices
- Civil Penalties
- Voluntary Closure, prohibition, surrender or undertaking
- Formal/Statutory Notices
- Works in Default
- Forfeiture Proceedings
- Seizure
- Powers of Entry
- Injunctive Actions
- Social Landlord Sanctions relating to the Council duties
- Administrative Penalty (Revenues and Benefits)
- Bailiff actions for debt recovery
- Refusal, Revocation or Suspension of a Licence
- Prosecution

All actions will be considered on a case-by-case basis and in accordance with legislation and relevant departmental policies.

The Council recognises that the decision to prosecute is significant and would (in most cases) be a last resort and could have far reaching consequence for the offender.

Enforcement action may result in **either civil or criminal** proceedings being instituted by the Council. The process that will be followed by officers in the investigation of alleged breaches of the law will depend on which branch of law the investigation is being conducted under. As the enforcing authority in any proceedings it instigates, the burden of proof falls to the Council.

Investigations will be carried out in compliance with relevant legislation and in accordance with any associated guidance or codes of practice, in so far as they relate to Tamworth Borough Council

A prosecution will normally (but not exclusively) be instigated where the individual or organisation meets one or more of the following criteria:

- Disregarding or pretending to be unaware of, or deliberately, or persistently breaching legal obligations,
- Used an element of deception, theft or fraud
- Failure to pay a fixed penalty notice
- Made significant gain or caused significant loss
- Deliberately or persistently ignoring written advice or formal notices.
- Endangering, to a significant degree, the health, safety or wellbeing of people, animals or the environment.
- Assaulting or obstructed an Officer in the course of their duties.
- Criminal Prosecution meets the required standards and public interest test as identified in the Crown Prosecution Code of practice

The decision to undertake a prosecution would normally be taken by the relevant senior officer as outlined in department processes and with legal advice and support where required.

Where possible and if it is deemed to be in the wider community interest we will publish the outcomes of court decisions taken where prosecutions have been undertaken by the Council

3.1 Proceeds of Crime Applications

Applications may be made under the Proceeds of Crime Act for the confiscation of assets. Their purpose is to recover the financial benefit that the offender has obtained from his criminal conduct.

The Crown Court must consider making a confiscation order against a defendant under Part 2 Proceeds Of Crime Act if:

- a) the defendant is convicted of an offence or offences in the Crown Court, or has been committed to the Crown Court for sentence or to be considered for a confiscation order; and
- b) the prosecutor requests that the court consider making a confiscation order, or the court believes that it is appropriate to consider making a confiscation order

Part 5 of POCA provides a scheme to reclaim the proceeds of crime through civil proceedings. It permits the recovery of criminal assets where no conviction has been possible, for example because individuals avoided conviction by remaining remote from the commission of the crimes from which they benefited or because they have fled abroad.

Proceedings are conducted according to the civil standard of proof.

Applications are made after a conviction has been secured. Any proceeds received from the proceeds of crime act action will be used in line with relevant guidelines

4. Shared Regulatory Roles

4.1 Statutory Notifications

Where the Council has a complementary regulatory role or is required to inform an outside agency or occurrence it will do so.

Where appropriate we will report incidents and enforcement actions to relevant bodies, such as the Department of Trade and Industry, Health and Safety Executive, HM Revenues and Customs, the Home Office, Food Standards Agency, Environment Agency, DEFRA, DVLA, DWP, Trading Standards, Staffordshire County Council, Staffordshire Police, Staffordshire Fire and Rescue, Office of Fair Trading and any other statutory bodies, and respond appropriately to notifications, such as Health and Safety alerts and alerts from the Food Standards Agency. Information will be shared with other regulators where it is appropriate to do so.

Officers will attempt to co-ordinate visits and actions with other agencies to achieve the most efficient and effective outcomes.

Where there has been a breach of the law leading to a work-related death, the Council will liaise with the police, coroner and the Crown Prosecution Service (CPS) and if there is evidence of manslaughter, we will pass the case to the Police or where appropriate to the CPS or Health and Safety Executive (HSE).

4.2 Shared Objectives

The authority will work alongside partner agencies under its duties outlined in Section 17 of the Crime and Disorder Act 1998 to address the community safety priorities as outlined the Tamworth Community Safety Partnership plan, Place Based Approach, Building Resilient Families program and other partnership approaches.

Wherever possible, in situations where there is a shared enforcement role, the most appropriate authority will, by mutual agreement carry out enforcement action. This will be led by the Assistant Director Partnerships in conjunction with relevant Corporate Management Team colleagues.

Officers do not have the power of arrest; however joint working is undertaken with the Police and other agencies. Instances may arise where the Police or other agencies consider that an arrest should be made in connection with an authorised officer's investigation.

Exchange of information with partner agencies will take place wherever applicable in accordance with the One Staffordshire Protocol or appropriate local data sharing

agreement and all Council enforcement teams. Liaison will also take place between relevant services and Portfolio Holders to avoid potential conflict of interest.

In some cases powers of seizure are used for safety and evidence gathering purposes. Where articles are removed for any of these purposes a receipt or notice will be given at the time of the inspection or as soon as is practicably possible afterwards.

Appropriately trained officers will carry out formal interviews in line with this policy and the Police and Criminal Evidence Act 1984.

In respect of legislation in England that contains criminal offences, there are strict time limits beyond which the law prevents proceedings being instituted. These time limits vary and are stated in the relevant legislation.

In cases where either criminal or civil proceedings are intended to be brought by the Council a report will be prepared containing all evidence that has been gathered during an investigation. This report must be completed with due regard to any summary time limits for review by the appropriate senior manager, in line with departmental policy, and by the relevant Assistant Director prior to obtaining legal advice before any proceedings are instigated.

5. Customer Focus

As part of the Council's commitment to delivering high quality services, we continuously seek to understand the needs of those who live, work invest in or visit the Borough and respond to those needs appropriately in either a proactive or reactive way.

The Council will undertake enforcement with due regard to the following:-

- Equalities Act 2010
- Disability Discrimination Act 1995
- Data Protection Act 2018 and General Data Protection Regulations 2018

Officers carrying out investigations will keep alleged offenders and a witness informed about the progress of any investigation as far as their involvement in the process is concerned.

We will respect confidentiality subject to any legal requirements to disclose information (eg disclosure to support prosecution)

The Council will provide a timely explanation in writing of any rights to representation or appeal and information on the process involved.

Delegated officers will be trained and qualified (as necessary) to ensure they are fully competent to undertake enforcement activities

Officers will carry an identity card and provide proof of delegation where necessary

We will ensure that before deciding to take enforcement action the case will be subject to independent review by a senior officer

When revising current or setting new policies or controls we ensure that our proposals are based on sound evidence.

Where we reasonably can, we make provision for the particular needs, interests of consumers, business owners, employers and the general public

6. Comments, Compliments and Complaints

The Borough Council provides a wide range of services for people who live and work in Tamworth and for visitors to the town.

We welcome comments from businesses, residents and the public regarding the Councils approach to enforcement. We believe that they have valuable insight that we should take into account when deciding the approach we take. We therefore welcome feedback on the work that we do and comments on our enforcement policy and service standards.

Our Tell Us Scheme details how to make a comment, compliment or complaint and helps us to learn from your views and improve our services. However, for more serious matters you may wish to make a formal complaint.

To ensure we receive customer feedback, either positive or negative, please use our on-line form that can be found here: <http://www.tamworth.gov.uk/making-complaint> or call us on our mainline number: 01827 709709 email: enquiries@tamworth.gov.uk

All appeals in relation to enforcement action taken should be via the statutory appeals process outlined in the relevant legislation in the first instance.

7. Monitoring and Review of this Policy

We will review this policy every 3 years or in line with changes in relevant legislation, or Regulators Code.

We will consult with service users, staff, internal and external partners in the review.

Any major changes to policy will be subject to Cabinet approval

Community Impact Assessment

Part 1 – Details		
What Policy/ Procedure/ Strategy/Project/Service is being assessed?	Corporate Enforcement Policy	
Date Conducted	21 October 2021	
Name of Lead Officer and Service Area	Jo Sands, Assistant Director Partnership	
Commissioning Team (if applicable)		
Director Responsible for project/service area	Rob Barnes, Executive Director Communities	
Who are the main stakeholders	Tamworth Borough Council Enforcement Teams, Businesses, public	
Describe what consultation has been undertaken. Who was involved and what was the outcome	Council officers and South Staffs Legal Services Comments and consideration included in policy	
Outline the wider research that has taken place (E.G. commissioners, partners, other providers etc)		
What are you assessing? Indicate with an 'x' which applies	A decision to review or change a service	<input type="checkbox"/>
	A Strategy/Policy/Procedure	X
	A function, service or project	<input type="checkbox"/>
What kind of assessment is it? Indicate with an 'x' which applies	New	X
	Existing	<input type="checkbox"/>
	Being reviewed	<input type="checkbox"/>

	Being reviewed as a result of budget constraints / End of Contract	<input type="checkbox"/>
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Part 2 – Summary of Assessment

Give a summary of your proposal and set out the aims/ objectives/ purposes/ and outcomes of the area you are impact assessing.

The Corporate Enforcement policy sets out the aims of the Council to be fair, consistent and transparent in all enforcement it seeks to take for compliance with regulations, statutory undertaking and legislation and for actions it seeks to take for non-compliance

Who will be affected and how?

All residents and businesses in Tamworth

Are there any other functions, policies or services linked to this impact assessment?

Yes No

If you answered 'Yes', please indicate what they are?

Service specific enforcement policies and procedures for enforcement of prevailing legislative and statutory duties

Part 3 – Impact on the Community

Thinking about each of the Areas below, does or could the Policy function, or service have a direct impact on them?

Impact Area	Yes	No	Reason (provide brief explanation)
Age	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disability may not prevent enforcement action
Gender Reassignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Marriage & Civil Partnership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Pregnancy & Maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Race	<input type="checkbox"/>	X	
Religion or belief	X	<input type="checkbox"/>	Enforcement may be considered in line with policy guidance
Sexual orientation	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
Gypsy/Travelling Community	X	<input type="checkbox"/>	Enforcement may be considered in line with policy guidance
Those with Caring/Dependent responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	
Those having an offending past	X	<input type="checkbox"/>	Some offences may prevent those with an offending past being unable to obtain relevant licences without due disclosure
Children	X	<input type="checkbox"/>	Enforcement actions to be considered on a case by case basis but in line with the policy
Vulnerable Adults	X	<input type="checkbox"/>	Enforcement actions to be considered on a case by case basis but in line with the policy
Families	X	<input type="checkbox"/>	Enforcement actions to be considered on a case by case basis but in line with the policy
Those who are homeless	X	<input type="checkbox"/>	Enforcement actions to be considered on a case by case basis but in line with the policy
Those on low income	X	<input type="checkbox"/>	Enforcement actions to be considered on a case by case basis but in line with the policy
Those with Drug or Alcohol problems	X	<input type="checkbox"/>	Enforcement actions to be considered on a case by case basis but in line with the policy
Those with Mental Health issues	X	<input type="checkbox"/>	Enforcement actions to be considered on a case by case basis but in line with the policy
Those with Physical Health issues	<input type="checkbox"/>	<input type="checkbox"/>	
Other (Please Detail)	<input type="checkbox"/>	<input type="checkbox"/>	

Part 4 – Risk Assessment

From evidence given from previous question, please detail what measures or changes will be put in place to mitigate adverse implications

Impact Area	Details of the Impact	Action to reduce risk
<i>Eg: Families</i>	<i>Families no longer supported which may lead to a reduced standard of</i>	<i>Signposting to other services. Look to external funding opportunities.</i>

	<i>living & subsequent health issues</i>	
Disability	Disability may have an effect on ability to comply with some legislation	Outlined in service area policies and considered as per the policy principles
Religion or belief	Enforcement action may be considered to be contrary to a religion or belief	Enforcement as per policy guidelines and mitigations considered as necessary
Gypsy/Travelling Community	Enforcement action may be considered contrary to rights to travel	Outlined in service area policies and considered as per the policy principles and in conjunction with partners
Those having an offending past	Offending past may prohibit licences being obtained	Outlined in service area policies and considered as per the policy principles and in conjunction with partners
Children	Actions taken against children may have reputational issues and lasting effect on child	Enforcement as per policy guidelines and mitigations considered as necessary when considering age of the child. Referral to vulnerability partnership as necessary for multi agency involvement/safeguarding
Vulnerable Adults Those who are homeless Those on low income Those with Drug or Alcohol problems Those with Mental Health issues	Enforcement actions may not be fully understood and accepted with longer term impact, including homelessness	Enforcement as per policy guidelines and mitigations considered as necessary. Referral to vulnerability partnership as necessary for multi agency involvement

Part 5 - Action Plan and Review

Detail in the plan below, actions that you have identified in your CIA, which will eliminate discrimination, advance equality of opportunity and/or foster good relations.

If you are unable to eliminate or reduce negative impact on any of the impact areas, you should explain why

Impact (positive or negative) identified	Action	Person(s) responsible	Target date	Required outcome
Overarching principles of the Policy ensure consideration of all mitigations to ensure equality is considered	Enforcement actions considered in line with policy principle and prevailing legislation of service policies and procedures	All TBC staff who are delegated to take enforcement actions	Ongoing	

Date of Review (If applicable)

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Thursday, 11 November 2021

Report of the Portfolio Holder for Social Housing and Homelessness Prevention

Tenancy Management Policy – Council Housing

Exempt Information

None

Purpose

To set out the arrangements for the Tenancy Management Policy for council housing, specifically to deal with fixed term tenancies, following fundamental changes to case law as detailed in the report (shown at Appendix B).

Recommendations

Cabinet are recommended to:

1. Approve the revised `Flexible Fixed Term Tenancy Agreement 2021` (Appendix A) which includes the required forfeiture clause needed for all **new and renewable flexible fixed term tenancies**. Delegate authority to the Portfolio Holder for Social Housing & Homelessness Prevention to approve any final amendments to the tenancy agreement as necessary.
2. Accept the recent High Court of Appeal decision on flexible tenancies in the case of Croydon London Borough Council V Kalonga (Appendix B), which has forced Councils to review their tenancy management policies.
3. Endorse consultation on the basis of the tenancy management options for fixed term tenancies, detailed within the report, starting with the Housing & Homelessness Sub Committee and the Tenant Consultative Group.
4. Cabinet receive a further report on the future of fixed term tenancies in March 2022, as part of an updated Tenancy Management Policy (2022-2025).

Executive Summary

The Regulator Social Housing (RSH) requires housing providers, including Local Authority landlords', to evidence compliance with the [Tenancy consumer standards](#). This, along with legislation, sets out the basis under which tenants' hold the legal rights to their tenancies. Housing providers were required to publish a Tenancy Policy setting out how they intended to use the new flexibilities within the legislation relevant at the time, which included [Localism Act 2011](#).

The Council's Tenancy Management Policy introducing flexible fixed tenancies was first approved by Cabinet in September 2012. The existing Policy details how flexible fixed term tenancies were granted commencing 1st April 2013. The Policy also details a range of other tenant obligations including succession, ending of joint tenancies, assignment and other related practices.

Under this Policy, the Council currently has a total of **747 flexible fixed term tenancies**, as at 1st September 2021.

On 27th January 2021 the Court of Appeal handed down their decision in the case of *Croydon London Borough Council v Kalonga [2021] EWCA Civ77*. Details of this case are shown at Appendix B. Essentially the consequence of this case means that fixed term tenancies can only be ended by use of a forfeiture clause. Tamworth, like many other landlords, reliant on historic tenancy agreements, does not have this. It is therefore imperative that this is rectified immediately to ensure robust and efficient management of tenancies continues.

The Council has therefore been working closely with South Staffordshire Legal team to update a proposed flexible fixed term tenancy agreement (Appendix A), which contains the necessary forfeiture clause. If approved by Cabinet, the updated agreement will be issued to all **new and renewable flexible** fixed term tenants. This change will enable the Council to legally continue to terminate these new and renewable flexible tenancies within the term, if deemed necessary in-line with the applicable breach of tenancy policy i.e. rent arrears, anti-social behaviour and breach of tenancy.

With regards to **existing** flexible fixed term tenancies, the Council cannot vary these tenancies during the term without having a forfeiture clause included in the agreement, and this can only be done with the consent of the tenant. The Council is therefore limited in its options in terms of amending the existing flexible fixed term tenancy agreement. These options are summarised within the body of the report. This proposal is therefore designed to deal with the legal risks, whilst a full review of the Tenancy Management arrangements are undertaken.

Cabinet know that a full review of the Tenancy management policy will require consultation. As tenancy rights are complex it is recommended that the summary options, also set out in the report, form the basis of this discussion with stakeholders. Information is routinely shared with the Councils Tenant Consultative Group, but clearly this group will also consider future options around its Tenancy Management Policy.

Once consultation and feedback has been fully evaluated then a revised Tenancy management Policy will be reported to Cabinet by March 2022. The options set out on the wider tenancy choices will commence with a presentation to the Housing and Homelessness Sub-Committee, followed by usual stakeholder engagement – reported via Tenant Consultative Group. It is envisaged once this consultation has been undertaken a firm recommendation can be made to Cabinet by March 2022 on its overall Tenancy Management Strategy.

Matters for Consideration

Flexible tenancies differ from secure tenancies in that there are for a fixed period, typically for either 2 or 5 years. Tamworth's current policy is to offer all new tenants 5 year terms, reviewable at 4 years 6months.

The aim of flexible fixed term tenancies was primarily for two reasons **1)** to enable a review of the tenant's circumstances to make best use of the council stock in view of circumstances and **2)** to consider affordable rent charging and these aims will be assessed as the consultation gets under way for the tenancy management policy.

As at 1st September 2021 the Council has a total of 747 existing flexible fixed term tenancies.

Time Remaining (All FFTTs)	Count Tenancies (All FFTTs)	
less than a year	84	11%
1 to 2 years	119	16%
2 to 3 years	147	20%
3 to 4 years	188	25%
4 to 5 years	207	28%
Expired and decision being undertaken	2	
	747	100%

52% of the 747 existing flexible fixed term tenancies are in rent arrears, as set out below.

Time Remaining (Arrears)	Count Tenancies (Arrears)	Sum Arrears
less than a year	40	£19,950.46
1 to 2 years	64	£33,202.82
2 to 3 years	78	£28,549.57
3 to 4 years	98	£41,153.23
4 to 5 years	104	£39,315.12
Expired	2	£806.67
	386	£162,977.87

It is imperative that the future of fixed term tenancies is considered as without addressing the legal provisions required in an updated tenancy agreement, allowing for a forfeiture clause, then rent arrears could escalate. It is impossible to forecast the extent of the arrears as assumptions can be made and whilst non-payment is possible, during the Pandemic when action was paused it did have a minimal impact on income recovery levels.

Whilst a review will take time and this does not immediately address existing agreements this is being managed through a variety of interventions

- **Close contact with tenants' to advise that non-payment may result in loss of tenancy upon fixed term tenancy renewal and potential disqualification from future rehousing via the councils housing register**
- **Ongoing discussions with the court user group to provide wider legal sanctions, i.e. money judgement orders, debt relief orders etc.**
- **Issuing all new and renewable fixed term tenancies with the required forfeiture clause to ensure possession action continues where required**
- **Consultation on all the options relating to tenancy rights so as to determine if ending fixed term tenancies is the best way forward in the future**

Outcomes of Reviews to-date

Since the introduction of flexible fixed term tenancies on the 1st April 2013, 1229 tenants have been issued with new flexible fixed term tenancies (includes new tenancies and renewals) and only 8 tenants were not re-issued with a new tenancy as the property was no longer suitable for their needs, in-line with the allocations policy. This would suggest that this is not achieving the previously identified aims and will be a key consideration as we consult on their future use.

Revising the Council's existing Flexible Fixed Term Tenancy Agreement

Currently the Council's flexible fixed term tenancies does **not** include a forfeiture clause, and therefore can no longer legally terminate any of these existing tenancies.

For the Council to continue with this type of tenancy, the Council will need to vary the existing flexible fixed term tenancy agreement by inserting a relevant forfeiture clause and publishing a revised Tenancy management Policy setting out these changes.

The Council has been working closely with South Staffordshire Legal team to draft a revised Flexible Fixed Term Tenancy Agreement, which contains the necessary forfeiture clause, and if approved by Cabinet will be issued to all new flexible fixed term tenants and on renewals (**Appendix A**).

All the terms and conditions of the existing Flexible Fixed Term Tenancy Agreement remain unchanged. The only additions refer to the necessary forfeiture clause which are set out at 2.2 of page 6 and page 10 (**Appendix A**).

This revised changes will;

- ✓ Successfully stabilise the Council's position by quickly bringing an end to issuing any further flexible fixed term tenancy agreement without the necessary forfeiture clause.
- ✓ Enables the Council to legally continue to terminate all new and renewed flexible tenancies which include the necessary forfeiture clause within the term, if deemed necessary in-line with the applicable breach of tenancy policy i.e. rent arrears, anti-social behaviour and breach of tenancy.
- ✓ Ensure that it is only the existing tenancies, which will be a reducing number in any event, that requires determinations (and which is subject to that wider consultation proposed below)

Summary – Options for Existing Flexible Fixed Term Tenancy Agreement

Set out below is a list of all available options for dealing with the 747 current fixed term tenancy issues, this is distinct from the wider options in relation to **fixed term tenancies v secure tenancies** as that will need to be informed by consultation. Doing nothing has not been considered as clearly the Tenancy Management Policy requires a detailed review in order to address the existing impact of case law and those already on a fixed term tenancy in arrears.

As it is likely to take 4 months before the consultation and decisions are made on the future of fixed term tenancies the table below details how existing arrangements can be contained.

Options Table – Dealing with Existing fixed term tenancy options pending a full review.

Options	Benefits	Risks	Recommended Option Yes or No	Cost
1. Continue with Fixed Term Tenancies	Would enable continued recovery action	Legally prohibitive without consent. Consent is not likely to be consistently achieved and would be administratively onerous	No	
2. That a full assessment of fixed term and secure tenancies is undertaken as part of an updated Tenancy Management Policy	Consent is likely to be achieved as the tenancy offer would be better than the existing terms Income recovery practices will be protected Tenancy agreement can be fully reviewed and all associated tenancy management practices also reviewed, i.e. succession	Requires consultation before political decisions can be taken The rent arrears currently shown in the report could risk increase, however the legal advice suggests there is no alternative	Yes	
3. That all existing tenants be issued with a secure lifetime tenancy.	As above Offering of secure tenancies will be a key option for consultation with the range of stakeholders but at this stage is subject to that process	Without consultation this would be inequitable as there would be different tenancy terms and rights.	No	None/NA
4. Let remaining Fixed term tenancies come to an end without further intervention	A reducing number and would not require intervention	The table above shows 53% of tenancies have 3-5 years remaining, without the forfeiture clause this could threaten income streams and recovery action Fixed term tenancies have come under review across the housing sector and there is a need to consider this continued approach as part of a revised and updated Tenancy Management Policy	No	Rent arrears would not be possible to predict as even during the Pandemic when eviction action was paused income levels were contained

Summary – Options for the future of Fixed Term Tenancies subject to consultation and equality impact assessment

It is proposed that the Council commences consultation based on the headline options summarised below. It is proposed to develop this options table in collaboration with the Housing & homelessness subcommittee so that it provides a basis for detailed consultation. The report back to Cabinet in March 2022 will have evaluated the consultation and include equality impact assessment on its preferred approach. It is also anticipated that the case ruling will have been concluded in terms of appeal.

Options	Benefits	Risks
<p>1. Continue with Fixed Term Tenancies</p>	<p>Seeks to make best use of stock by encouraging people to occupy properties based on their circumstances</p> <p>Allows for affordable rent models to be adopted subject to relevant policy changes</p>	<p>Significant income implications as without consensus to convert existing fixed term tenancies to new forfeiture agreements - would be administratively burdensome, leading to range of differing legal agreements</p> <p>This could result in non-payment whilst fixed term tenancies expire</p> <p>Any breaches of tenancy and associated action will be limited to non-punitive sanctions</p> <p>Only 8/1229 Fixed term tenancies have been ended which suggests they aren't the best tool to make best use of stock</p>
<p>2. Adopt hybrid tenancy arrangements (2,5 year fixed term tenancies and life time tenancies)</p>	<p>Existing policy is already based on offering secure/life time tenancies to 1beds and sheltered accommodation with all remaining on FTT.</p>	<p>Perceived inequity if this is not just restricted to certain property types - the Equality impact assessment would have to fully test if it fair to offer a range of tenancy types</p>
<p>3. Adopt introductory and secure (lifetime) tenancies</p>	<p>Sector research shows that this is typical of many other housing providers</p> <p>Introductory tenancies do provide maximum opportunities for tenancy sustainment in the long run</p>	<p>Ensuring that those on introductory tenancies fully understand the legal obligations – given these are commonly referred to a “probationary tenancies”</p>
<p>4. Adopt secure (life time) only</p>	<p>Legal view is that this will result in resolving FTT issues as terms offered will be better</p> <p>Life time secure tenancies supports wider neighbourhood cohesion and community ownership</p> <p>Avoids transient tenancies</p> <p>Administratively straightforward and removes burden of reviewing all FTT when very few result in termination</p>	<p>Potential for legacy fixed term tenancies where there is no agreement or consent to move to a secure tenancy (for the remaining term of that FTT)</p>

	Reduces empty property costs associated with move on	
--	--	--

Financial Implications

The financial implications for reviewing tenancy agreement, including adding a new forfeiture clauses and stabilising the current tenancy practice, is estimated to be c£9,500 and can be met from existing budgets as below:-

- ✓ Legal advice from South Staffordshire Solicitors: £1000- £1500. This cost can be met from the existing legal budget.
- ✓ Printing of the Flexible Fixed Term Tenancy Agreement with forfeiture clause: £3000. This cost can be met from within existing neighbourhood budgets HR210230199.

The consultation exercise is expected to be in the region of £5k as this will require specialist advice, production of options literature and material for a range of stakeholders. This can be met from existing consultant fees budgets, HR210132050.

Next Steps

Finalise new/interim FFT agreement	November 2021
Obtain Solicitors legal sign off	November/December 2021
Place order for FFT to be printed externally	November - December 2021
Train housing officers on the new grounds for possession etc.	November- January 2021
Commence using the new FFT agreement	December – January 2022
Commence review on options for fixed term tenancies	January 2022 - March 2022 With initial update to Housing & Homelessness Sub Committee 3/11/21
Report to Cabinet on future use of Fixed term tenancies	March 2022
Review and update the Tenancy Management Policy	Summer 2022

Report Author

Lee Birch – Head of Housing Management & Neighbourhood Resilience

Tina Mustafa – Assistant Director Neighbourhoods

Appendices

Appendix A - draft flexible fixed term tenancy agreement with forfeiture clause

Appendix B – Statutory Case law and details

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Landlord Services



Flexible Fixed Term Tenancy Agreement and Conditions

Your Tenancy Agreement

This tenancy agreement gives you a flexible fixed tenancy (under Section S107A of the Housing Act 1985) with Tamworth Borough Council. It sets out your rights and responsibilities as a tenant of Tamworth Borough Council.

This Tenancy agreement is made [] day of []

between Tamworth Borough Council and the tenant(s)

Name of tenant(s)	Date of Birth	National Insurance No.	Preferred Language for Communication
1			
2			
3			
4			

Particulars of your Tenancy Agreement

The address of the property rented to you in this agreement is

Postcode

The tenancy is a weekly periodic flexible fixed tenancy.

The tenancy will last for [] years, from [] to []

Joint tenancies will only be granted between husband/wife/civil partner/unmarried couples or between siblings

We will consider whether a further flexible fixed term tenancy will be granted to you approximately 12 months before the end of your tenancy. If we decide that your tenancy will end, we will give you six months notice to end the tenancy.

Unless your flexible fixed term tenancy is extended it will end on []

Your Tenancy Agreement

This tenancy agreement gives you a flexible fixed tenancy (under Section S107A of the Housing Act 1985) with Tamworth Borough Council. It sets out your rights and responsibilities as a tenant of Tamworth Borough Council.

This Tenancy agreement is made day of

between Tamworth Borough Council and the tenant(s)

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Unless your flexible fixed term tenancy is extended it will end on

The weekly rent due is

1.	Basic rent	£	<input type="text"/>
2.	Service charge if any	£	<input type="text"/>
(a break down of these will be provided with your rent statement where applicable)			
3.	24 hour community alarm charge	£	<input type="text"/>
4.	Supported housing support charges	£	<input type="text"/>
5.	Utilities charge (if this applies)	£	<input type="text"/>
Total weekly rent			£ <input type="text"/>

The rent and charges are reviewed annually (see section 3 of this agreement).

Type of property Floor

Adaptations

Heating

Garden: Front, Rear, Both None (boundary to be explained)

Keys Yale Mortice Fobs Other

Stopcock location

The weekly rent due is

1.	Basic rent	£	<input type="text"/>
2.	Service charge if any	£	<input type="text"/>
	(a break down of these will be provided with your rent statement where applicable)		
3.	24 hour community alarm charge	£	<input type="text"/>
4.	Supported housing support charges	£	<input type="text"/>
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	Total weekly rent	£	<input type="text"/>

The rent and charges are reviewed annually (see section 3 of this agreement).

Type of property Floor

Adaptations

Heating

Garden: Front, Rear, Both None (boundary to be explained)

Keys Yale Mortice Fobs Other

Stopcock location

Contact Details

Telephone number landline/mobile

Please give details of who to contact in an emergency

Details of people who will be living with you (excluding tenant(s))

Name of other Occupant(s)	Date of Birth	National Insurance No.	Relationship

Photograph of the tenant or tenants

Number and type of pet or pets (where applicable)

This tenancy agreement makes you a tenant of Tamworth Borough Council.

By signing this agreement you are agreeing to a legally binding contract. You are therefore agreeing to comply with the conditions set out in this document. If there are joint tenants, each tenant must keep to the terms of this agreement. If you break the contract by breaching one or more of the conditions, legal action may be taken by the Council. The legal action may include re-possession action, (eviction proceedings) or obtaining an injunction to require you to comply with the tenancy conditions.

Contact Details

Telephone number landline/mobile

Please give details of who to contact in an emergency

Details of people who will be living with you (excluding tenant(s))

Name of other Occupant(s)	Date of Birth	National Insurance No.	Relationship

Photograph of the tenant or tenants



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You will be in breach of your tenancy conditions if you or someone acting on your behalf knowingly or recklessly makes a false statement or gives incorrect information which leads to the granting of this tenancy. If we discover this is the case we may bring proceedings to end your tenancy and recover possession of the property.

When it is necessary to serve you with any notice and /or court proceedings, the notice will be served either by delivering it to you by hand, leaving it at the property or by sending it by first class post to the property. A notice delivered by any one of these methods will be effective either on the day that it was delivered to you, left at your home or the second working day after posting.

Tenancy data will be provided to the Audit Commission for National Fraud Initiatives and will be used for cross - system and cross Authority comparison for the prevention and detection of fraud.

Any notice sent by you to Tamworth Borough Council may be sent by post or delivered to:-

Tamworth Borough Council
Marmion House, Lichfield Street, Tamworth, B79 7BZ

This notice is given to comply with Section 48(1) Landlord and Tenant Act 1987.

Former Tenant Arrears

You agree to pay £ [] for rent and other charges which you owe from when you were living at

[]

You agree to pay £ [] per week in addition to your current rent until the full amount from

[] has been paid.

If you fail to pay the debt as agreed Tamworth Borough Council may seek possession of your current home.

Please sign to accept the terms and conditions within this tenancy agreement. (This only applies to the tenants who are registered with Tamworth Borough Council).

Tenant(s) Signature

(1) []

(2) []

(3) []

(4) []

Signed on behalf of Tamworth Borough Council

[]

We OR Each party agree[s] to sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by yours and ours OR each party's manuscript signature.

You will be in breach of your tenancy conditions if you or someone acting on your behalf knowingly or recklessly makes a false statement or gives incorrect information which leads to the granting of this tenancy. If we discover this is the case we may bring proceedings to end your tenancy and recover possession of the property.

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Tenant(s) Signature

(1) []

(2) []

(3) []

(4) []

Signed on behalf of Tamworth Borough Council

[]

We OR Each party agree[s] to sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by yours and ours OR each party's manuscript signature.

Definitions

Basic rent	refers to rent excluding any service or support charges
Council	refers to Tamworth Borough Council
Community alarm service	community alarm equipment linked to a 24 hour control centre
Decanted	moved from your property if major work is required to an alternative property so that the work can be carried out.
Exchange	to swap homes with an other person
Fixtures and fittings	refers to all furnishings and fittings in the property including installations for gas, electric and water
Flat	a property in a building containing other dwellings
Flexible Fixed term tenancy	a tenancy granted under S107A of the Housing Act 1985 as amended by the Localism Act 2011. A flexible fixed term tenancy will usually be five years unless the property is due for demolition when it will usually be for two years.
Home	refers to the property let to you including the garage, garden, outbuilding, fence or wall let with the property. This does not include a remote garage in a garage site
Improvement	any alteration or addition to the property
Lodger	a person who lives in the property with you whether or not they pay you and who is not a tenant
Maisonette	a flat with more than one floor
Neighbours	your neighbours include everyone living in the local area, people who own their home and housing association tenants
Member of your family	Your spouse or partner, your child, grandchild, grandparent, brother, sister, uncle, aunt, nephew, niece, step relative and adopted child.
Partner	a husband or wife (or civil partner) or someone who lives with you as husband or wife (or as if a civil partner)
Property	the property you live in including any garden, but not including any shared areas
Rent free weeks	means no rent debit is raised so if you are not in arrears you will not need to make a payment during the free week.
Representative	refers to someone who you want the Council to contact on your behalf
Service charge	A charge for any services provided in accordance with paragraphs 3.1.6 to 3.1.8.
Services	As the services listed in Schedule 1, subject to any amendments in accordance with clause 3.1.7

Shared areas	the parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, drying areas, lawns and landscaped areas
Sublet	give another person the right to live in part of the property to the exclusion of you and your family from that part
Vehicle	a car, bus, lorry, motorbike, boat, trailer, caravan, motorhome or any other means of transport
We, us or our	Tamworth Borough Council
Written permission	a letter from us giving you permission to do certain things
You	the tenant, and if the case of a joint tenants any one or all of the joint tenants

The agreement is split into three main sections:

- 1 Our Responsibilities**
- 2 Your Rights**
- 3 Your Responsibilities**
- 3.1 Rent**
- 3.2 Repairs And Improvements**
- 3.3 Using Your Home**
- 3.4 Animals**
- 3.5 Gardens**
- 3.6 Vehicles**
- 3.7 Anti-Social Behaviour**
- 3.8 Health And Safety**
- 3.9 Hygiene**
- 3.10 Ending Your Tenancy**

1. Our Responsibilities

- 1.1 Your tenancy starts on the date set out in this agreement and continues from week to week until you or we end it.
- 1.2 We will not interfere with your right to possession of your property provided you fulfil all of your obligations under this agreement.
- 1.3 We will not interrupt or interfere with your right peacefully to occupy the property except where:-
 - access is required to inspect the condition of the premises or carry out repairs or other works to the premises or adjoining property; or
 - a court has given the Council possession by ending the tenancy.
 - a Court has issued a warrant to access your property to carry out a gas inspection or to stop damage to another property(s)
- 1.4 We will:
 - 1.4.1 Keep the structure and the exterior of the premises in repair. The structure and exterior includes:
 - Drains, gutters, sewers, and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
 - The roof;
 - Outside walls, outside doors, windows, windowsills, window frames,
 - Chimneys, chimney stacks and annual service of solid fuel systems and flues but NOT including additional sweeping;
 - Any adaptations that have been carried out as a result of an Occupational Therapist referral whilst you have been residing at the property.
 - 1.4.2 We will keep in repair any installations provided by the Council for space heating, water heating, sanitation, and for the supply of water, gas and electricity. Installations include:
 - Basins, sinks, baths, toilets, flushing systems and waste pipes and water pipes,
 - Electric wiring including sockets, light fittings and switches,
 - Water heaters, fireplaces, fitted fires and central heating installations and gas pipes,
 - Shared door entry systems.
- 1.5 We will take care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes, rubbish rooms and all other common areas including the electrical lighting in repair.
- 1.6 If your property requires major works as defined by a Project Officer you may have to be moved into alternative temporary accommodation in order for the necessary works to be completed. Under normal circumstances you will be able to return to the property when the work has been completed.
- 1.7 We will carry out annual inspections of gas appliances and flues.

1.8 Consultation

We are committed to ensuring tenants shape and scrutinise services so we will consult with you or your representative if you are likely to be substantially affected by any proposed changes in, or additions to Tamworth Borough Council's housing management services and maintenance

1.9 Provision of Information

1.9.1 We will

- publish a summary of the rules for deciding priority in allocating housing
- publish an annual report detailing landlord performance management services and maintenance

1.10 We will provide the services set out in Schedule 1 and any additional services deemed necessary.

2. Your Rights

2.1 You have the right to live in this property

2.2 You can live in this property without interference from us as long as you occupy the property as your only or principal home and you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions are broken, we may apply to the court to end your tenancy. Legal action on default may include ending the tenancy before the end of the fixed term by re-entry or forfeiture and therefore reducing the length of your tenancy term.

2.3 If you stop living in the property you will stop being a flexible fixed term tenant and we may give you four weeks notice in writing and obtain a court order to repossess the property. If it appears you have abandoned the property we will serve you with a Notice to Quit or a Notice of Seeking Possession, and take court action to repossess your property.

2.4 Flexible fixed term tenancies will end on the date shown on this agreement, however a new fixed term tenancy may be granted

2.5 On expiry of a flexible fixed term tenancy the Council will take action to recover the property through the formal eviction process and by asking the court for a possession order

2.6 Please Note:

2.6.1 Flexible fixed term tenancy review will begin 12 months before they are due to end

2.6.2 You have the right to ask us to review our decision for the tenancy to end but you must do so within 21 days of the date of the review decision

The criteria that we use when carrying out the review are set out in the Council's Tenancy Management Policy and can be found at www.tamworth.gov.uk

2.6.3 We cannot evict you without a court order. However, the court is likely to grant possession order if it is satisfied that we have followed the correct legal procedures

2.7 You have the right to see any of the details you have given us in connection with your application for a tenancy or a transfer. We may charge you a reasonable fee for providing copies of these details.

2.8 You have a right to see our policies on housing, re-housing and exchanging properties and where possible these will be available online.

2.9 You have a right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities to tenants.

2.10 The council's policy on tenancy succession and mutual exchanges can be found at www.tamworth.gov.uk In summary you should note when you die your tenancy will pass to your spouse, civil partner or partner (including same sex partners) as long as they have occupied the property as their only or principal home at the time of your death. This is called succession, the Localism Act 2011 will be observed.

If you have no spouse, civil partner or partner, a member of your family can become the tenant, as long as they have lived with you for at least 12 months before you died. A member of your family is a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, step children, adopted members of your family, half relations and illegitimate.

2.11 By law, there is only one legal right of succession. However, in certain circumstances we may offer another home to long term residents who are not entitled to succeed

2.12 If your tenancy passes to a relative and the property is larger than your relative needs or if it has been specifically adapted and your relative does not require the adaptations, we may request that they move to another more suitable property.

2.13 You have the right to allow anyone to live with you as a lodger as long as this does not cause overcrowding but you must tell us immediately if you do. If you are in receipt of housing benefit this may reduce the amount of benefit that you are entitled to.

2.14 You have the right to exchange your home with another council tenant, the tenant of a registered housing provider, or a council tenant from another council but only to a property you would normally be eligible for under the Council's allocation scheme. You must have the written consent of both landlords before the exchange can take place. You must not offer or accept money of financial incentive from another tenant to exchange your home.

2.15 We will not permit an assignment unless there is a statutory right to do so.

2.16 Flexible fixed term tenants can only transfer to another fixed term tenancy unless you are moving to a one bedroom non adapted property or designated housing for older people

- 2.17 In certain circumstances you have the right to buy your home. To be eligible to buy your home you must have lived in a council property, or been a tenant of any other Public Sector Landlord for a total of at least two years. If your tenancy started before 18 January 2005 or at least three years if your tenancy started after 18 January 2005. The periods of time do not have to be continuous
- 2.17 You have the right to sub-let a room in your property. If you want to sub-let a room in your house, you must obtain written approval from us. You must not sub-let the whole of your property as this will affect your security of tenure. In the case of tenants who receive housing benefit or universal credit, by sub-letting a room in your house you could receive a lower rate of benefit towards your housing costs. **Sub-letting your home is now a criminal offence**

3. Your Responsibilities

3.1 Rent and Other charges

- 3.1.1 You must pay your weekly rent on Monday each week for that week. Rent should preferably be paid by direct debit. Any rent outstanding when the tenancy ends should be paid by the termination date of this agreement.
- 3.1.2 You agree to be proactive, and if appropriate to seek help, in applying for any benefit to which you are entitled within the prescribed time to do so. You also agree to make every effort to comply with requests for any document or further information on time. Further you agree to notify the relevant benefit and welfare authority immediately of any changes to your circumstances which have the potential to affect your entitlement to benefits and assistance.
- 3.1.3 You understand that failure to cooperate with any benefits and welfare authority, to ensure correct payments are made, could lead to arrears accruing and possible possession action being taken against you.
- 3.1.4 You agree to pay any monies outstanding from any previous tenancies, which have been applied to the rent account of this agreement in accordance with the terms of this agreement.
- 3.1.5 You may pay rent and other charges two-weekly, four-weekly, or monthly by agreement with us. These payments must be in advance unless you are paying by direct debit.
- 3.1.6 We operate a 48 week rent year, 49 for a 53 week year, which allows for four weeks where there is no charge unless you are behind with your rent and have rent arrears. If you have rent arrears you will need to continue to make payments during those weeks.

- 3.1.7 If there is more than 1 tenant, you are all jointly and separately responsible for all the rent and any rent arrears, up to a maximum of 4 joint tenants. This means that if one joint tenant leaves we can recover the rent and any arrears from the tenant left in the property. We can also recover the rent and any arrears from the tenant who has left.

Changing Your Rent

- 3.1.8 We can change the rent at any time. We will inform you in writing at least four weeks before we change the rent. This also applies to properties that are redesignated.
- 3.1.9 Your rent will be set in accordance with the rent formula set out in the guidance published by central government or by guidance set by any other authorised body and will be subject to full council approval as part of the budget setting process.

Service Charges

- 3.1.10 Where we provide you with services these are set out on Schedule 1 of this Tenancy Agreement. You must pay the service charge as part of the Weekly Payments.
- 3.1.11 We reserve the right to vary the services following consultation with any tenants affected. Any such changes may affect the amount of service charge paid. You will be notified of any changes in the services and the affect of the amount of service charge paid not less than one month before the changes take affect.
- 3.1.12 Your service charge will be fixed and will be reviewed on an annual basis. We may vary your service charge to increase it or decrease it to take effect on the first Monday in April each year giving you not less than one month's notice in writing. The written notice will include a summary of the service charge for each of the services.

Arrears

- 3.1.13 If you fail to pay your rent you will be in breach of this Tenancy Agreement and you will be served with a Notice of Seeking Possession. This is the first step in repossessing the property.
- 3.1.14 A Notice of Seeking Possession (NSP) will be treated as being received by you if it has been handed to you, put through the letter box, attached to the door, or posted first-class.
- 3.1.15 If the arrears are not cleared after a NSP has been served court proceedings will commence to ask the court for you to be evicted from your property. We will charge you for taking you to court.
- 3.1.16 If you have any credit on your previous home accounts we will add the credit to your current account.
- 3.1.17 If you leave your present home and don't move into another Council property and there is credit left on your rent account and you have no other debt with the Council we will refund the credit to you. If you owe a debt to the Council the credit will be used to offset the debt.

Forfeiture Clause

- a. Without prejudice to the above, if your fixed term tenancy is not secure or if any of the conditions of the tenancy are not performed or observed or if any of the statutory grounds for possession exist the Council may forfeit the tenancy by either serving proceedings seeking possession of the property or by re-entering the property or any part of it and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then the council will not forfeit by re-entering the property.
- b. Forfeiture does not affect the right of either you or the Council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the tenancy ended. Water, sewerage, and all other charges are recoverable as if they are rent.
- c. This right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.
- d. Legal action on default may include ending the tenancy before the end of the fixed term by re-entry or forfeiture and therefore reducing the length of your tenancy term.

After the fixed term

Providing your fixed term tenancy or any other tenancy arising when it ends remains secure the Council may seek a court order to evict you by following the statutory procedure in s 107D of the Housing Act 1985. In summary this means

- i. Giving you not less than six months written notice
 1. Stating that the council does not propose to grant another tenancy on the expiry of the flexible tenancy.
 2. Setting out our reasons for not proposing to grant another tenancy and
 3. Informing you of your right to request a review of our proposal and of the time within which such a request must be made.
 - ii. Giving you not less than two months written notice stating that the council requires possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.
 - iii. Carrying out any review that you seek
 - iv. Obtaining a court order
2. If your fixed term tenancy has ended and it was not secure when it ended, then you may be deemed as a trespasser.
 3. If your fixed term tenancy has ended and it was secure when it ended but has subsequently ceased to be secure, then you may become a trespasser after service by the Council of a notice to quit.”

3.2 Repairs and Improvements

Tenant's obligations

- 3.2.1 You must take care of the property and report any faults or defects to us immediately. Failure to do so will result in you being recharged for any damage as a result of wilful neglect or negligence.
- 3.2.2 If your property requires major works as defined by a Project Officer you may have to be moved into temporary alternative accommodation
- 3.2.3 You are responsible for repairing, renewing, or replacing any items that are damaged by you, your friends and relatives, or any other person living in or visiting the property, including children. If you cannot do this then the council reserves the right to do the repair and recharge you fully for the works undertaken.

You are responsible for the following:-

- Replacing internal doors, cupboards, drawers, and handles for all of these
- Internal glazing – we will do all exterior glazing but you may be recharged if this is as a result of wilful damage or neglect
- Internal decorating
- Internal fittings including skirting boards, toilet seats, sink and bath plugs and chains, bath and sink sealant, curtain rails and pelmets
- Plumbing for washing machines and dishwashers (where not previously supplied by the Council)
- Floor coverings including carpets, laminate flooring and ceramic tiles
- Internal draught excluder plate to letterbox
- Unblockingsinks
- Replacing light bulbs and fluorescent tubes
- Lock changes, and charges for replacing lost keys/fobs or wilful damage and neglect
- Your own equipment such as TV aerials, aerial points, satellite dishes, domestic appliances and garden water points
- Repairs and/or removal of garden sheds
- Garden landscaping including paths other than the path that gives you access to the property safely
- Fences and/or walls (unless bordering a recognisable hazard, i.e. rail track, waterway open spaces, etc)
- Infestations such as mice, wasp nests, bed bugs, cockroaches
- External drying areas, i.e. washing lines, except communal

Notes

These Repairs will continue to be undertaken if you live in sheltered housing or are over 75 and do not have anyone who lives with you who can undertake these repairs. Please see details on the handy person service.

You must also:-

- Keep external air bricks and internal vents free of any obstruction (blocking vents could cause problems with gas appliances)
- If you live in a flat or maisonette keep communal areas (including communal halls, staircases, landings, lifts, balconies, passageways and surrounding areas of any flats) in a tidy condition, free from rubbish, personal belongings and any other obstructions.
- If you live in a maisonette or flat ensure that you clean and sweep the landing/balcony in front of your door and report any blocked surface drains immediately.
- Burn only approved smokeless solid fuels for your appliances if your home has solid fuel heating
- Take responsible steps to prevent water pipes being damaged by frost
- Report any repairs we are responsible for to the Repairs Reporting Contract Centre as soon as you become aware of a problem.
- Report repairs such as blocked drains, water leaks, structural defects and problems with water, gas, electricity and fire appliances immediately

Alterations and Improvements

- 3.2.4 You do not have the right to carry out any alterations or adaptations to the property. You may at your own expense undertake improvements. Permission must be requested before any work commences and you must await the Council's response to your request before carrying out any works.
- 3.2.5 The types of alteration for which permission is required includes but is not limited to:-
- Putting up satellite dishes
 - Putting up decorative features such as dado rails, regency plasterwork and artex
 - Kitchen and bathroom upgrades
 - Alterations to electrical, heating or plumbing systems
 - Creation of any car parking space for a vehicle in your garden
 - Removal of any tree from your garden
- 3.2.6 Permission will not be granted for the following alterations:-
- Laminate flooring above the ground floor in houses or flats (this can cause noise nuisance)
 - Conservatories or extensions
 - Structural alterations including knocking down internal walls
 - Erection of satellite dishes if you live in a flat (accommodation – which is any area with a shared communal space)

- 3.2.7 You, may at your own expense, carry out repairs to the structure or the outside of your home such as painting, routine maintenance to guttering and the Council will not unreasonably refuse permission.
- 3.2.8 If we refuse permission we will give our reasons in writing. If we give you permission we may set certain conditions. If you do not meet these conditions we will take away our permission.
- 3.2.9 If you undertake repairs or improvements without permission then you may be required to reinstate or pay for the alteration to be rectified.
- 3.2.10 You are responsible for maintaining all improvements you make at the property. These improvements or alterations become our property when you move out. If you take them with you when you move you must put the property back to the way it was before you improved it. If you don't we will recharge you for restoring the property back to its original state.

Taking care of your home

- 3.2.11 You must allow the Council's employees or contractors access at all reasonable hours of the day to inspect the condition of the premises or to carry out repairs and other works to the premises or adjoining property. We will normally give you 24 hours notice but immediate access may be required in an emergency. A warrant will be pursued ex-parte when immediate access is required. Any of the emergency services (police, fire and ambulance) can affect immediate access where there is a reasonable suspicion of danger to life. We will charge you for the cost of entering your property if you try to prevent us from entering or do not cooperate with our request.
- 3.2.12 If you refuse access we will apply for an injunction or other legal remedy to allow access to your home so that we can comply with our landlord responsibilities.
- 3.2.13 If you fail to allow access for an annual gas service at your home we will apply to the court for a warrant to enter your home to carry out a gas service. If we have had to apply for a warrant to gain access to carry out a gas service your gas system will be fitted with an intermittent device that will eventually cut your gas off if you fail to have the next gas service in 12 months time. Any costs relating to the execution of the warrant will be recharged to you.
- 3.2.14 You will be responsible for all repairs and replacements to your property which are needed because of deliberate damage, negligence or careless damage caused by you, your households, pets, or visitors to your home.
- 3.2.15 If you are responsible for a repair or replacement we will send you a written notice requiring you to carry out the repair in a reasonable time and to a reasonable standard. If you do not do the work, or if your repairs are not to a reasonable standard, we may carry out the work and charge you the cost reasonably incurred by us. In an emergency, we may carry out the work

without prior notice and charge you reasonable costs for the work carried out.

3.2.16 You, your children or anyone living in or visiting the property must not damage, deface or put graffiti on property belonging to us or any adjoining owner's property. If any of them or you do, you must pay for the damage to put it right.

3.2.17 You must comply with local regulations or agreements applying to the block or estate where your property is. We may make local regulations after consultation with affected tenants, and change them from time to time, also after consultation.

Insurance

We will insure the structure of your property but not the contents. You are strongly advised to obtain your own insurance to protect you against accidents, damage, vandalism or theft.

3.3 Using Your Home

3.3.1. You must use your Council property as your main home. You have the right to see our policies on housing, re-housing and exchanging

3.3.2 You must not use your property (including any garage or garden) for any trade or business without permission. You must obtain any necessary planning permission and other consents (such as Building Regulation Consent) before asking for our written permission.

3.3.3 You must not display any sign or notice at your property.

3.3.4 Permission will normally be given for a business to be run from your property unless it is likely to cause a nuisance to other residents. We will normally refuse permission for the following kinds of business:-

- Car repair and maintenance
- Printing businesses
- Any business involving the use of hydraulic equipment
- Industrial sewing machines
- Controlled substances or chemicals
- Noisy manufacturing process
- Shops, wholesale businesses or any businesses where customers would have to visit your home
- Any business that would mean more than your own personal vehicle being parked outside the property, for example a taxi or vehicle hire company.

3.3.5 If you intend to be away from your property for more than 28 days at any one time you must tell us in advance of your departure and when you expect to return so that we know you have not moved out or abandoned your property. You are still responsible for making rent payments and ensuring the conditions of this agreement are kept whilst you are away.

3.3.6 If you stop living in your property as your principal home you will stop being a flexible fixed term tenant. We can end the tenancy by giving you four weeks notice in writing and obtaining a court order for possession.

3.3.7 If your home is in a sheltered scheme no visitors or guests may stay with you except in exceptional circumstances and you shall not have more than 14 overnight stays every 12 months from the start of this agreement. For clarity, one individual staying two nights counts as two stays. Two individuals staying one night (at the same time) counts as two nights. Prior written permission must be sought and granted by Tamworth Borough Council prior to any stay.

3.4 Animals, Pets, Birds, Fish and Insects

3.4.1 You must not keep a dog or dogs at your property. This includes any dog that might be visiting your property unless:-

- You have a separate entrance and a private garden
- You need a dog for hearing, sight or other disability assistance.

3.4.2 In properties with a separate entrance and private garden two dogs or cats can be kept without our permission. Other domestic pets, such as rabbits, hamsters, mice, gerbils, guinea pigs or caged birds or fish may be kept safely as long as they do not cause nuisance to neighbours and as long as they are kept securely in appropriate cages or other containers. Permission will be required in writing to keep any other animal you consider to be a pet at the property.

3.4.3 You are not allowed to keep, livestock such as horses, cattle, donkeys, goats, pigs, geese, ducks and chickens, at the property.

3.4.4 Any animals and pets that you keep at your property, or that visit your property, must not cause damage to your property and/or nuisance or annoyance to your neighbours and or their lawful visitors.

3.4.5 You must not allow any animals or pets to annoy, frighten or cause a nuisance to anyone in the local area (including our employees, councillors or contractors).

3.4.6 If any animal or pet that you keep at your property or that visits your property causes a nuisance in breach of paragraph 3.4.4 above or annoys, frightens or causes a nuisance in a local area in breach of 3.4.5 above, we may take legal action against you forcing you to remove such animals or pets. In extreme circumstances, we may ask a Court to make a possession order.

3.4.7 Permission may be given to keep certain "exotic animals or pets" such as small lizards and snakes. In each case though written permission will be required and this permission may be withdrawn if there are problems of nuisance or if the exotic animal or pet is a danger to other people living in the area.

We will ask to see evidence that you hold the necessary licence to keep exotic animals and may require an independent assessment in relation to its care by recognised bodies, e.g. RSPCA

3.5 Gardens

- 3.5.1 All gardens should be kept neat and tidy, including cutting the lawn, pruning trees within the boundary and trimming hedges.
- 3.5.2 Trees must not be planted or removed without the prior consent of the Council.
- 3.5.3 Climbing plants and vegetation should be kept under control and not be allowed to grow up the walls of your or adjoining properties and any sheds, fences or outbuildings higher than 2m (6ft) and in any event not above the height of the ground floor window.
- 3.5.4 You must not put up any structures such as sheds, lean-tos conservatories, garages, greenhouses or pigeon lofts anywhere on the premises without written permission.
- 3.5.5 You must not store rubbish, furniture, or other appliances in your garden or in shared gardens and drying areas.

3.6 Vehicles

- 3.6.1 You, your friends and relatives and any other person living or visiting the property (including children) must not do the following:
- 3.6.2 Park any vehicle on the property unless the property has a garage, parking space or drive with access to a dropped kerb.
If we grant permission for you to construct a parking space, garage or drive within the boundary of your property it must be constructed to a standard design. You will need to check whether planning permission is required. We will withdraw our permission if use of the parking space, garage or drive causes a nuisance.
- 3.6.3 Park any motor home, caravan, boat or vehicles subject to an operator's licence, on the property or in a communal parking area without our permission
- 3.6.4 Repair or modify any vehicle at the property, other than one that belongs to you. If we see you repairing a vehicle, we will ask you to prove you own the vehicle.
- 3.6.5 Park any vehicle including caravans and motorhomes that is untaxed, dangerous or is not roadworthy on any land belonging to us, including communal parking areas. If you do, we may take legal action forcing you to remove the vehicle and charge you with the cost. We will give you 24 hours notice. You will be able to keep such vehicles within the boundary of your property provided that they do not cause a nuisance or hazard.
- 3.6.6 Keep motorcycles or any other motorised vehicle in shared areas of flats, maisonettes, sheltered schemes or sheds in high-rise basements unless it is in a designated area.
- 3.6.7 Permission will only be allowed to keep a disabled persons scooter in a shared area of a sheltered scheme if you have been allocated a designated parking bay by us.

- 3.6.8 Keep motorcycles or other petrol driven vehicles in the property.
- 3.6.9 Double park vehicles or park vehicles in a way that causes an obstruction to other road users, including emergency services' vehicles.
- 3.6.10 Park on any grass verges, other landscaped areas or use estate car parks for any other purpose other than parking.

3.7 Anti - Social Behaviour

- 3.7.1 You are responsible for the behaviour of all the people, including children, who live in the property and who visit the property. The behaviour of people living with or visiting you can affect your tenancy whether you are aware of their behaviour or not. You are responsible for ensuring that all people including children who live at or visit the property behave appropriately towards you, your neighbours, and others and in accordance with all the terms of this tenancy.
- 3.7.2 You, your friends and relatives and any other person visiting you (including children) must not do the following :-
 - Do anything that causes or is likely to cause a nuisance to anyone in the area.
 - Harass anyone in the local area because of protected characteristic.
 - Use the property for any criminal, immoral or illegal purpose, including selling or using drugs, or storing or handling stolen goods.
 - Harass or threaten to harass or use violence towards our employees, councillors, contractors or anyone engaging in a lawful activity.
 - Use or threaten to use violence to anyone living in the property, or in the locality of your property including sexual, emotional or financial abuse.

Anti-social behaviour includes but is not limited to:-

- Using or threatening to use violence
- Interference with the electricity supply
- Racism/racist behaviour or language
- Playing loud music
- Playing a musical instrument so loud it causes a nuisance, disturbance or annoyance
- Damaging property belonging to the Council
- Drug and alcohol abuse
- Playing ball games close to properties and garages
- Throwing things out of windows
- Throwing stones
- Dumping rubbish
- Dogs barking
- Criminal activities in properties

- Spraying or writing graffiti
- Domestic abuse
- Child sexual exploitation
- Slavery
- Human trafficking
- Cannabis cultivation
- Revenge pornography
- Escorting
- Prostitution
- Not keeping your animals or pets under control
- Breaking shared security for example allowing strangers to get into the block
- Not looking after your children properly
- Shouting verbal obscenities
- Operating machinery
- Dismantling and repairing motor vehicles
- Damaging or threatening to damage another person's home or possessions
- Setting off fireworks in a public place
- Building or lighting bonfires on council property without the express permission of the Council
- Use of air rifles or pellet guns so as to cause a nuisance or annoyance
- Insulting or threatening letters, or social media
- Spitting in the street
- False or malicious allegations

You should refer to the Landlord Anti Social Behaviour Policy for our statement and procedures for dealing with anti-social behaviour. We want residents to be able to enjoy living in their home and in the community. We recognise that people have different lifestyles and that people's standards of behaviour and expectations vary. We will attempt to ensure however, that the actions of a minority of tenants do not make the lives of the majority of our tenants a misery and we will therefore take action against tenants who we believe are acting anti-socially. This may include possession action that could lead to your eviction.

You and any joint tenants are responsible for your behaviour, the behaviour of your children and anyone else living with you or visiting you whilst they are in your property (including shared areas such as landings, stairways, gardens, footpaths and parking areas). The local area includes the area around your property, shopping areas, community buildings and all other facilities and estates of Tamworth Borough Council.

Where necessary we will also use non-legal remedies such as:

- Mediation

- Acceptable Behaviour Contract
- Good Neighbour Agreement
- Community Protection Notice
- Community Resolution

If the above does not work and we have evidence that you, your friends and relatives and any other person visiting you (including children) have been causing anti-social behaviour we will assess the situation and use any legal means available to abate the behaviour that is reasonable and proportionate in the circumstances. More details of the action we take is set out in the Landlords Service Anti-Social Behaviour Policy.

The Anti Social Behaviour, Crime and Policing Act 2014 has introduced new powers including additional discretionary possession powers which will cover:

- Conduct likely to cause nuisance or annoyance to people in the locality
- Protecting employees working in connection with the landlord function
- Indictable offences committed in the locality
- Convictions relating to rioting

The Council can also obtain mandatory possession where one of the five conditions are met.

- Convicted of a serious offence
- Breach of injunction
- Breach of Criminal Behaviour Order
- Subject to a Closure Order
- Breach of a Noise Abatement Notice

3.8 Health and Safety

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

You, your friends and relatives and any other person living in or visiting the property (including children) must not do the following:-

- 3.8.1 Use portable oil, paraffin or gas heaters in your home. Store inflammable materials or gas cylinders in the property or in the garage.
- 3.8.2 Store any items on communal balconies or in communal areas including alleyways.
- 3.8.3 Store any vehicles or appliances that are powered by petrol, diesel, or paraffin in shared areas except lawn mowers and garden strimmers.

Notes

Gas BBQs may be permitted but the tenant is responsible for safe and secure storage and will be liable for any subsequent damage caused as a result of incorrect use

- 3.8.4 Interfere with any equipment for putting out fires in the property or in shared areas.
- 3.8.5 Remove batteries or otherwise disable smoke or carbon monoxide alarms in the property.
- 3.8.6 Do anything in the property which could cause danger to anyone in the property or the local area.
- 3.8.7 Throw anything through the windows of your property or from a balcony.
- 3.8.8 Place anything on a window ledge or balcony which could be a danger to anyone living in your home or local area.
- 3.8.9 Shake mats or carpets from the windows or balconies.
- 3.8.10 Leave any syringes (used or unused) in an area where people in the local area may come into contact with them. Dispose of syringes safely.
- 3.8.11 Let anyone you don't know into shared areas.
- 3.8.12 Delay telling your Tenancy Sustainment Officer about any damage to your home.
- 3.8.13 Charge batteries for any powered vehicle in communal areas of flats, maisonettes or sheltered housing schemes.
- 3.8.14 For those living in flats or maisonettes, you must not smoke in indoor communal areas. This includes lifts and corridors.
- 3.8.15 Applicable to tenants of all properties, if you smoke or a member of your household smokes, you are requested to refrain from doing so in your home in the presence of employees, contactors and agents of the Council.

3.9 Hygiene

- 3.9.1 You must not use the property in a manner which in our opinion is likely to cause a health and safety hazard, fire hazard or encourage vermin and/or pests by hoarding items inappropriately. Nor must you fail to keep the property in a clean condition including but not limited to taking steps to eradicate any pest or vermin infestation within the property. If you do not, we will recharge you for any work we need to do because of this such as to remove rubbish.
- 3.9.2 You must ensure that the property is kept well ventilated. Items should not be dried on radiators without suitable aeration. You agree to use any equipment provided or installed in the property correctly to ensure proper ventilation.
- 3.9.3 Keep all shared areas, including stairways, halls and landings, clean and tidy. You must not leave any personal belongings or rubbish in these areas. We will remove anything you leave in the area and charge for the work.
- 3.9.4 Keep all shared areas free from obstructions.
- 3.9.5 Contact the repairs contractor immediately should any drain including surface drains get blocked.

Notes

You must contact a private Pest Control company if your property becomes infested with mice, rats or other pests. Please note you will be charged for their service. We will not be responsible for any loss suffered by yourself if we remove items left by yourself in shared areas. We may charge you if we clear blocked drains which have become blocked due to a deliberate or negligent act by you, your friends and relatives and any other person living in or visiting the property (including children).

- 3.9.6 As part of the health agenda the landlord will give information on smoking cessation, nutrition and healthy living by signposting to other agencies and literature.

3.10 Ending Your Flexible Fixed Tenancy

When you move out of the property (whether you are moving to another one of our properties or not), **you must do the following:**

- 3.10.1 Give us 4 weeks' written notice that you wish to surrender the tenancy
- 3.10.2 Give us vacant possession and all the keys to the property by midday on the Monday after your notice ends. If you do not give us all of the keys to the property we will charge you one weeks' full rent and the cost of replacing the keys and changing the locks of the property.
- 3.10.3 If you are a joint tenant, the whole tenancy will end if either party ends the tenancy. We will decide whether to create a new tenancy for the tenant that is left. You do not have an automatic right to continue to live in the property if one joint tenant ends the tenancy.
- 3.10.4 Pay all rent and other charges up to the end of your tenancy.
- 3.10.5 Remove all personal furniture and personal belongings from the property. We will dispose of any items you leave behind in the property and may charge you for the work.
- 3.10.6 Remove all rubbish from inside and outside the property and any other outbuilding.
- 3.10.7 Replace or repair any items that belong to us.
- 3.10.8 Leave the property clean and tidy. We will charge you if we have to clean the property.
- 3.10.9 Report all repairs that are needed at the property.
- 3.10.10 Allow our employees and contractors to enter the property at a reasonable time to inspect it before you move out.
- 3.10.11 Give us your new address.

Notes

If you leave your home without telling us, we will consider that you have 'abandoned' it and we will automatically end the tenancy. We will charge you for the cost of all repairs that are needed because you have abandoned the property. You must not leave anyone in the property when you leave. You are not allowed to 'transfer' the tenancy to anyone. If you do leave anyone in the property, we will evict them as they will be living there illegally. We will charge you the costs of doing this including the loss of any rent we suffer by not being able to rent the property to someone else. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt. If the debt is not paid and you apply for another Tamworth Borough Council property you will receive reduced preference and could be excluded from the Housing Register.

Schedule 1 Service Charges

Service charges are subject to separate consultation. You will be notified individually on the method and frequency of charging.

If and when any are introduced you will be given the required notice as stated in Section 3.

CCTV

Charge Legal and Accountancy fees

Cleaning Materials

Communal Cleaning

Communal Electric

Communal Furniture

Communal Heating

Communal Kitchens with a range of luncheon and meal clubs

Communal Lounges

Communal radio, TV aerial

Concierge

Contents insurance

Disabled showers

Door entry telephone rental/maintenance

Enhanced Housing Management - known as Housing Plus

Emergency Lighting maintenance

Fire fighting equipment maintenance

Fire smoke detection alarms maintenance

Grounds maintenance

Guest suites and bedrooms

Hairdressers and Washing facilities

Laundry Equipment and Facilities

Maintenance of common parts, grounds and car parks

Management and Administration of Service Charges

Rates

Security

Tenancy Support

Water and Sewage

Window Cleaning of Communal Areas

This list is not exhaustive and may be varied in accordance with Clause 3 of this agreement.

About You (Optional)

This data is for equality and diversity monitoring purposes. It helps us to shape services tailored to your needs to ensure that we sustain and maintain balanced communities. If you have already provided us with this information then you do not need to do so again.

Lead tenant Mobile no

Personal email address Date of birth

Ethnic Origin: White UK White other
 Black African Black Caribbean Black
 Chinese Indian Malaysian
 Pakistani Bangladeshi Traveller
 Other If other please state

Sexual orientation: Heterosexual Gay or lesbian Bisexual Prefer not to say

Is English the main language spoken in your household? Yes No

Marital status: Single Married
 Divorced Living with partner
 Civil partnership Separated
 Widowed Prefer not to say

Equality Act 2010 Do you consider yourself disabled? Yes No

If you have stated that you consider yourself disabled, please specify (tick all that apply):

Visually impaired Hearing impaired Mental Health issues
 Learning disability Speech impairment Physically impaired
 Wheelchair user Reading and writing difficulties Other

Religion or belief: No religion Christian/Roman Catholic Hinduism
 Buddhist Sikhism Muslim
 Jewish Jehovah's Witness Other

Emergency contact/next of kin details (including: name, address, telephone number and email)

Please complete the following information as a joint tenant

Lead tenant Mobile no

Personal email address Date of birth

Ethnic Origin: White UK White other
Black African Black Caribbean Black
Chinese Indian Malaysian
Pakistani Bangladeshi Traveller
Other If other please state

Sexual orientation: Heterosexual Gay or lesbian Bisexual Prefer not to say

Is English the main language spoken in your household? Yes No

Marital status: Single Married
Divorced Living with partner
Civil partnership Separated
Widowed Prefer not to say

Equality Act 2010 Do you consider yourself disabled? Yes No

If you have stated that you consider yourself disabled, please specify (tick all that apply):

Visually impaired Hearing impaired Mental Health issues
Learning disability Speech impairment Physically impaired
Wheelchair user Reading and writing difficulties Other

Religion or belief: No religion Christian/Roman Catholic Hinduism
Buddhist Sikhism Muslim
Jewish Jehovah's Witness Other

Emergency contact/next of kin details (including: name, address, telephone number and email)

**If you require this information in another format or language,
please contact us**

**Tamworth Borough Council, Housing and Health,
Marmion House, Lichfield Street, Tamworth, Staffordshire, B79 7BZ**

www.tamworth.gov.uk

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Croydon London Borough Council v Kalonga [2021] EWCA Civ77

On 27th January 2021 the Court of Appeal handed down their decision in the case of *Croydon London Borough Council v Kalonga [2021] EWCA Civ77*. Ms Kalonga was a flexible tenant of Croydon under a five year fixed term tenancy agreement. Croydon sought possession within the fixed term on Grounds 1 and 2 of Schedule 2 of the Housing Act 1985, relying on allegations of non-payment of rent and anti-social behaviour. The tenant defended the claim and argued that in order to terminate a flexible tenancy within the term rather than at the end of the term, the landlord had to do so under section 82 (3) of the Housing Act 1985 using forfeiture.

This issue was referred to the high court where it was held that in order for a flexible tenancy to be terminated within the fixed term, there had to be a forfeiture clause in the tenancy agreement, in the absence of such a clause the tenancy was not a fixed term tenancy “subject to termination by the landlord”. If there was a forfeiture clause, the tenancy could be terminated. It was held that Croydon’s tenancy did not have such a forfeiture clause and therefore would have to wait until the end of the fixed term to terminate the tenancy.

Croydon appealed to the Court of Appeal and it was held that the flexible fixed term tenancy must contain a forfeiture clause. In addition to have such a clause, the landlord needed to terminate the fixed term element of the tenancy using forfeiture rather than the usual possession that Councils are familiar with.

The Kalonga case is still under appeal; so to knowingly proceed with possession claims conscious of this decision as it stands, will open up landlords to criticism and further could result in cases being dismissed and costs being awarded against it.

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