



# Public Document Pack

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Committee Manager Carley Lavender (Ext 37547)

8 March 2021

## HOUSING & CUSTOMER SERVICES WORKING GROUP

A meeting of the Housing & Customer Services Working Group will be held virtually by Zoom on Tuesday 16 March 2021 **at 6.00 pm** and you are requested to attend.

Members: Councillors Bennett (Chairman), Mrs Pendleton (Vice-Chair), Bicknell, Mrs Catterson, Mrs Cooper, Goodheart, Mrs Haywood and Hughes

**PLEASE NOTE:** *This meeting will be a 'virtual meeting' and any member of the press and public may listen-in and view the proceedings via a weblink which will be publicised on the Council website at least 24 hours before the meeting.*

*Different meeting arrangements are in place for the period running from 4 April 2020 to 7 May 2021 from the provisions of the Coronavirus Act 2020 and the meeting regulations 2020, to allow formal 'virtual meetings'.*

*This Council's revised Rules of Procedures for 'virtual meetings' can be found by clicking on this link: <https://www.arun.gov.uk/constitution>*

*For further information on the items to be discussed, please contact: [committees@arun.gov.uk](mailto:committees@arun.gov.uk)*

## AGENDA

1. APOLOGIES FOR ABSENCE

2. DECLARATIONS OF INTEREST

Members and Officers are reminded to make any declarations of pecuniary, personal and/or prejudicial interests that they may have in relation to items on this agenda and are reminded that they should re-declare their interest before consideration of the item or as soon as the interest becomes apparent.

Members and officer should make their declaration by stating:

- a) the application they have the interest in
- b) whether it is a pecuniary, personal and/or prejudicial
- c) the nature of the interest
- d) if it is a prejudicial or pecuniary interest, whether they will be exercising their right to speak to the application

3. MINUTES

(Pages 1 - 4)

To approve as a correct record the Minutes of the meeting of the Housing & Customer Services Working Group held on 4 February 2021.

4. ITEMS NOT ON THE AGENDA THAT THE CHAIRMAN OF THE MEETING IS OF THE OPINION SHOULD BE CONSIDERED AS A MATTER OF URGENCY BY REASON OF SPECIAL CIRCUMSTANCES

5. REPAIRS HANDBOOK

(Pages 5 - 32)

This report seeks approval for the adoption of the Tenants Repair Handbook 2021.

Housing and Customer Services Working Group is asked to recommend to Cabinet:

- a) The adoption of the Tenant's Repair Handbook.
- b) Delegated authority be given to Group Head of Residential Services to approve changes to the handbook.

6. INCOME RECOVERY POLICY

(Pages 33 - 48)

This report seeks approval for the adoption of an Income Recovery Policy for housing that is owned or managed by the Council.

Housing and Customer Services Working Group is asked to recommend to Cabinet:

- a) The adoption of the Income Recovery Policy 2021.
- b) Delegated authority to be given to the Group Head of Residential Services to make changes to the policy.

7. ANTI-SOCIAL BEHAVIOUR POLICY (Pages 49 - 66)

This report seeks approval for the adoption of the revised Anti-Social Behaviour Policy 2021 in respect of council housing.

Housing and Customer Services Working Group is asked to recommend to Cabinet:

- a) The adoption of the Anti-Social Behaviour Policy 2021.
- b) Give delegated authority to the Group Head of Residential Services to make changes to the policy.

8. DECANT POLICY (Pages 67 - 78)

This report seeks approval for the adoption of a Decant Policy which sets out the Council's approach to decanting tenants, licensees, leaseholders and shared owners from their home whether on a permanent or temporary basis.

Housing and Customer Services Working Group is asked to recommend to Cabinet:

- a) The adoption of the Decant Policy 2021.
- b) Delegated authority to the Group Head of Residential Services to make changes to the policy.

9. ANNUAL TENANTS REPORT 2019/20 (Pages 79 - 92)

This report sets out the Council's Annual Report to Tenants 2019/20 as required by the regulator standards set out by the Regulator for Social Housing (RSH).

Members are asked to note the contents of the Annual Report to Tenants 2019/20.

10. REPORT BACK FROM CABINET/FULL COUNCIL

After the meeting of the Working Group on the 4 February 2021 there were three recommendations referred on to Cabinet for approval. These are to be reported into the Cabinet meeting to be held on 22 March 2021.

11. WORK PROGRAMME

There is no work programme to review or approve, due to the change in Governance Structure that will be implemented by the Council in May 2021. The work programme for the new Residential & Wellbeing Services Committee will be agreed at its first meeting on 3 June 2021, under the new Governance Structure.

Note : Reports are attached for all Members of the Working Group only and the press (excluding exempt items). Copies of reports can be obtained on request from the Committee Manager.

Note : Members are reminded that if they have any detailed questions would they please inform the Chairman and/or relevant Director in advance of the meeting.

Note : Filming, Photography and Recording at Council Meetings - The District Council supports the principles of openness and transparency in its decision making and permits filming, recording and the taking of photographs at its meetings that are open to the public. This meeting may therefore be recorded, filmed or broadcast by video or audio, by third parties. Arrangements for these activities should operate in accordance with guidelines agreed by the Council and as available via the following link – [Filming Policy](#)

# Agenda Item 3

Subject to approval at the next Housing & Customer Services Working Group meeting

11

## HOUSING & CUSTOMER SERVICES WORKING GROUP

4 February 2021 at 6.00 pm

Present: Councillors Bennett (Chairman), Mrs Pendleton (Vice-Chair), Bicknell, Mrs Catterson, Mrs Haywood, Hughes, Ms Thurston and Edwards (Substitute for Mrs Cooper)

Councillors Mrs Gregory, Cabinet Member for Residential Services was also in attendance for all or part of the meeting.

Apologies: Councillor Mrs Cooper

### 18. DECLARATIONS OF INTEREST

There were no declarations of interest made.

### 19. MINUTES

The minutes of the Housing and Customer Working Group meeting held on 5 November 2020 were approved and it was agreed that the Chairman would sign these as soon as practicably possible.

### 20. SOCIAL HOUSING WHITE PAPER

The Group Head of Residential Services presented her report to members, she explained that it had come from the green paper published in 2019. She summarised that this paper was to incorporate more responsibilities onto the Landlords and to ensure that accountability was held when needed. Homes would be inspected at least once every four years. The complaints process would have changes made to ensure that these would be dealt with properly, fairly and respectfully. The designated person role was to be removed and complaints would instead go to the ombudsman at this stage of the process. She explained that it was to ensure that the Council complied with its health and safety responsibilities.

Members took part in a full debate, where the following points were raised;

- Did the Group Head of Residential Services believe that the current procedure/process was up to scratch in terms of consultation with tenants
- Would there be an impact on the Council's housing stock

The Group Head of Residential Services provided full answers to the points raised, she explained that there was a review currently underway specifically looking at how resident engagement could be improved and that she did not believe that there would be a direct impact on the Council's housing stock.

The Cabinet Member for Residential Services highlighted to the Working Group that in section 1.4 of the report, that many of the required improvements were already being carried out by the Council. She further explained that it would be much easier to manage with the new IT system once implemented.

The Working Group noted the report and white paper.

21. GAINING ACCESS TO RESIDENTS HOMES POLICY

The Group Head of Residential Services presented her report to members where she explained that the policy set out exactly what legal remedies the Council would take should access be refused by tenants and that the detail of this had been set out at section 1.2 in her report and 2.1 in the policy.

Members took part in a full debate, where the following points were raised, were there a lot of instances where the Council had been refused access, how many times would the Council seek to gain entry before injunctions would be enforced and members welcomed the policy as it was very much needed for the safety of all the Councils tenants.

The Group Head of Residential Services provided full and detailed answers to all points raised.

The Working Party

RECOMMEND to CABINET that

- 1) the Access Policy be adopted; and
- 2) delegated authority be given to the Group Head of Residential Services in consultation with the Cabinet Member for Residential Services to make changes to the policy

22. REPORT BACK FROM CABINET/FULL COUNCIL

The recommendations made to Cabinet on 5 November 2020 were noted by members.

23. WORK PROGRAMME 2020/2021

The Group Head of Residential Services advised members what would be covered at the next meeting of the Working Group.

There was a request for a report from Stone Pillow of which the Chairman advised that this would be better being received at the first meeting of the new committee under the new committee structure starting in May 2021, the Vice-Chairman

Subject to approval at the next Housing & Customer Services Working Group meeting

13

Housing & Customer Services Working Group - 4.02.21

also made comment that a presentation from Stone Pillow and other charities would be gratefully received

The Working Group noted the work programme update.

(The meeting concluded at 6.30 pm)

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## ARUN DISTRICT COUNCIL

### REPORT TO HOUSING AND CUSTOMER SERVICES WORKING GROUP ON 16 MARCH 2021

#### PART A : REPORT

<b>SUBJECT:</b>	<b>TENANTS REPAIRS HANDBOOK</b>
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<b>REPORT AUTHOR:</b>	Karen McGreal, Business Improvement Manager Satnam Kaur, Group Head of Residential Services
<b>DATE:</b>	January 2021
<b>EXTN:</b>	37714
<b>PORTFOLIO AREA:</b>	Residential Services

#### EXECUTIVE SUMMARY:

This report seeks approval for the adoption of the Tenants Repair Handbook 2021. The booklet provides guidance for tenants on repairs that are their responsibility, and which are those of the Council as the landlord.

#### RECOMMENDATIONS:

Housing and Customer Services Working Group is asked to recommend to Cabinet:

- a) The adoption of the Tenant's Repair Handbook.
- b) Delegated authority be given to Group Head of Residential Services to approve changes to the handbook.

#### 1.0 BACKGROUND:

- 1.1 As a landlord of social housing, Arun District Council (ADC) has a responsibility to carry out day to day repairs to our properties. There are also statutory and regulatory compliance requirements that we need to fulfil relating particularly to gas, electrical, water, fire and asbestos safety.
- 1.2 The Consumer Standards set by The Regulator of Social Housing, requires ADC as a landlord to ensure that we are communicating with our residents on compliance and building safety matters, the new handbook will form part of these

communications.			
1.3	The Social Housing White Paper 2020 recommends creating a culture where there are effective communications with residents on safety issues. It advocates making sure that residents have up to date information to enable them to understand both their own and their landlord's safety responsibilities.		
1.4	The repairs handbook sets out clearly our responsibilities as a landlord, the responsibilities of our tenants and gives key information on compliance, home maintenance and safety issues.		
<b>2.0</b>	<b>PROPOSAL(S):</b>		
2.1	To approve the Repairs Handbook.		
<b>3.0</b>	<b>OPTIONS:</b>		
3.1	If the handbook is not adopted there is a risk the Council will not be fulfilling its requirements as Social Landlord to communicate repairs and compliance information effectively with residents.		
<b>4.0</b>	<b>CONSULTATION:</b>		
	Has consultation been undertaken with:	<b>YES</b>	<b>NO</b>
	Relevant Town/Parish Council		✓
	Relevant District Ward Councillors		✓
	Other groups/persons (please specify) Members of the Housing and Customer Services Working Group		
<b>5.0</b>	<b>ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)</b>	<b>YES</b>	<b>NO</b>
	Financial		✓
	Legal	✓	
	Human Rights/Equality Impact Assessment		✓
	Community Safety including Section 17 of Crime & Disorder Act		✓
	Sustainability		✓
	Asset Management/Property/Land		✓
	Technology		✓
	Other (please explain)		

**6.0 IMPLICATIONS:**

N/A

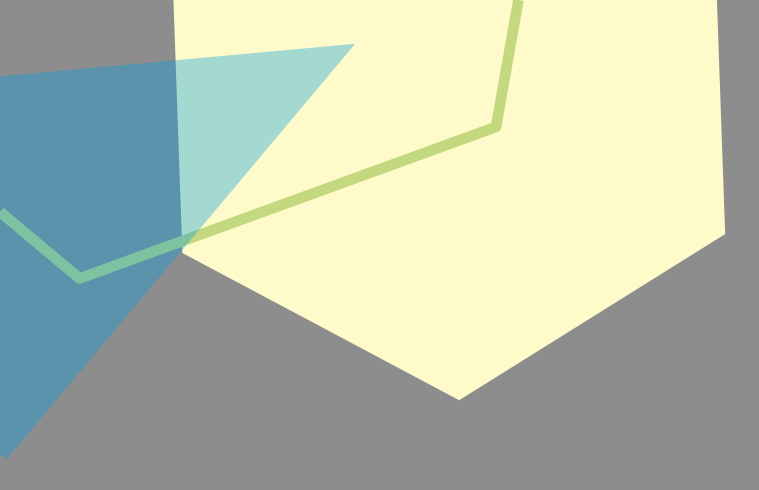
**7.0 REASON FOR THE DECISION:**

7.1 To ensure that ADC maximises its opportunities to maintain its homes to a good standard, protecting the safety of our tenants and the maintenance of our assets.

**8.0 BACKGROUND PAPERS:**

N/A

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# Repairs Handbook



Repairs and maintenance –  
What you need to know

[www.arun.gov.uk/housing](http://www.arun.gov.uk/housing)



## Contents

	page
1. How to report a repair .....	3
2. When will my repairs be carried out? .....	4
3. Who is responsible for what repairs?.....	5
4. Repairs table .....	6
5. Can I make improvements to my home?.....	11
6. Home safety and security .....	12
7. Home maintenance advice .....	17
8. Damp and condensation .....	19
How you can contact us .....	21

## 1. How to report a repair?

Before you report a repair make sure you check that you have -

- Checked if the repair is your responsibility
- Gathered as much information as you can about the repair.

**You can report repairs to us in the following ways -**

- Online using your I-Housing account
- By phoning our repairs line on **01903 737827** or **0800 018 6050**
- If your repair is an out of hours emergency, then please phone **01903 737500**
- If you are reporting a repair for your gas call **BSW** on **0800 068 0566** or **K&T** if you live in a sheltered scheme with a communal boiler on **0800 012 6256**
- If you smell gas call the National Grid immediately on **0800 111 99** (minicom **0800 5875055**).

**When you report a repair, we will need the following details:**

- The type of the repair, including details and the location of the item that needs repairing
- Your full name, address and postcode
- A contact phone number.

**After the repair is reported, we will:**

- Confirm if the repair is our responsibility
- Record the details of your repair
- Confirm the date and time of the appointment with you
- Tell you the name of the contractor who will do the work
- We may need to inspect the problem first before carrying out the repair.

**After the work is completed, we may:**

- Inspect the work in person or over the phone.



## 2. When will my repair be carried out?

### Emergency repairs

If there is serious damage to the property, or risk to life, we will respond as soon as possible, whatever time of day it is. This is for repairs that are necessary to remove immediate risk to people, avoid flooding, major damage to the property, or to make the property secure. Sometimes further repairs may be needed to complete the works after making the situation safe.

#### Examples include:

- serious water leak
- no power in property
- no heating and/or hot water
- overflowing drains
- collapsed ceiling or roof
- attending a lift breakdown
- a blocked toilet (if it's the only accessible one in your home).

### All other repairs

We will carry out all other repairs at the next available appointment. This covers work inside or outside your home, where there is no immediate inconvenience or danger to occupants or the public.

### Major repairs and planned maintenance

These are repairs that are complicated, high value or need items to be made, or for scaffolding to be put up. Normally, this is carried out to maintain the general condition of the property or for work that is non-essential. The time scales will depend on the nature of the work involved.

#### Examples include:

- Work that requires planning permission.
- Work that needs to include consultation with other residents such as leaseholders or other landlords.
- Extensive or specialist work.

### Preparing for repair work

- Make sure your prepayment meter for electricity or gas is in credit. Repair operatives may need to use these to carry out checks.
- Ensure clear access to the repair area. If you are elderly or disabled and have difficulty arranging this, let us know in advance.
- Once you have agreed an appointment date with us, a responsible adult aged 18 and over must be at home on that day to allow our contractors into your home.

### When the repair operative arrives

- Always check identity cards before you let anyone into your home.
- Keep children safe while work is being done and keep any pets out of the way.
- In line with the Government's smoking regulations, you must provide a smoke-free environment for any repair operative or contractor who comes into your home.





### 3. Who is responsible for what repairs?

#### What repairs are the council responsible for?

By law, the council has an obligation to look after the structure of your home. We will insure the structure of the building, but you are responsible for insuring the contents of your home. Repairs must be carried out to make sure that fixtures and fittings for water, sanitation, gas and electricity are safe and in working order. The council must also maintain any equipment it has installed to provide hot water and heating, and communal facilities, such as lifts and door entry phones. We are responsible for checking repairs needed in the communal areas and rely on residents to report repairs inside their home.

We will try to make sure that you have electricity, gas and water by the end of each day, but we cannot be responsible if the problem is caused by a failure of the utility company.

#### What repairs am I responsible for?

We expect you to take care of your home by making sure it is kept safe, clean, free from rubbish and by reporting any repairs as soon as possible and making sure that no one else damages your home. There are also some repairs that are your responsibility as a tenant.

The tables on the following pages provides a list of common repairs and shows who is responsible for that repair. This is not an exhaustive list. Before you contact us please check the list so that you are sure the repair is Arun District Council's responsibility. This will save you time in getting the problem fixed. If, however you are in any doubt, or the repair is not listed, please call **01903 737827** or **0800 018 6050**. There may be some occasions when we will carry out a repair for which we are not generally responsible. This will usually depend on your circumstances.

#### What if I lose my keys?

If you become locked out of your home or lose your keys it is your responsibility to replace the key or change the lock at your cost, you are responsible for regaining entry.



Exceptions are made in some cases for vulnerable tenants – please contact the repairs team on **01903 737827** for advice.

If you have lost a key or fob to a communal entrance door, or you live in sheltered accommodation please contact us to purchase a replacement.

#### Chargeable repairs

If repairs are needed because of neglect or damage by you, a member of your household or any visitors to your home, we will expect you to carry out the necessary works to put it right. Where the damage has created a health and safety issue, we will carry out the repair and recharge you for the works.

#### Examples include:

- Failure to report a repair as soon as possible which then leads to further damage because of the delay.
- Deliberate, careless or negligent acts caused by you, a member of your household or visitor.

## 4. Repairs tables – who is responsible?

Please note that you are responsible for repairing any items you have installed yourself or any that are damaged by you, a family member or visitor to your home.

This is a condition of your Tenancy Agreement. The information set out below is a general guide and not an exhaustive list.

Repair		ADC	You
<b>Bathroom</b>	Bathroom fittings e.g taps that are loose or broken due to general wear and tear	<input checked="" type="checkbox"/>	
	Blocked or leaking waste pipes	<input checked="" type="checkbox"/>	
	Damaged baths, toilets or basins. (Let us know if it's your only toilet)	<input checked="" type="checkbox"/>	
	Toilet seat		<input checked="" type="checkbox"/>
	Toilet seat (sheltered and temporary accommodation)	<input checked="" type="checkbox"/>	
	Unblocking basins, baths and toilets		<input checked="" type="checkbox"/>
	Replacing plugs and chains to bath and basin		<input checked="" type="checkbox"/>
	Repair to shower units (tell us if it's electric or thermostatic from the hot water system)	<input checked="" type="checkbox"/>	
Repair		ADC	You
<b>Kitchen</b>	Installing and repairing washing machines, dishwashers, tumble driers and cookers. (Cookers must be installed by engineers either Gas Safe registered or NICEIC qualified for electric).		<input checked="" type="checkbox"/>
	Repairing washing machines installed by ADC	<input checked="" type="checkbox"/>	
	Repairs to sink and drainer	<input checked="" type="checkbox"/>	
	Unblocking sinks		<input checked="" type="checkbox"/>
	Replacing plugs and chain		<input checked="" type="checkbox"/>

Repair		ADC	You
<b>Plumbing</b>	Blocked or leaking shared drain or soil stack	<input checked="" type="checkbox"/>	
	Communal blockages to sinks, basins, baths and toilets	<input checked="" type="checkbox"/>	
	Gutters and downpipes	<input checked="" type="checkbox"/>	
	Major and minor leaks and burst pipes	<input checked="" type="checkbox"/>	
	Total or partial loss of cold-water supply	<input checked="" type="checkbox"/>	
	Toilet not flushing (let us know if it's your only toilet)	<input checked="" type="checkbox"/>	
	Taps can't be turned on/off or not working. Let us know if it's the hot or cold tap.	<input checked="" type="checkbox"/>	
Repair		ADC	You
<b>Doors</b>	Doorbell, number and door chain		<input checked="" type="checkbox"/>
	Door entry phone (handsets)	<input checked="" type="checkbox"/>	
	Internal doors, handles, hinges, locks and latches	<input checked="" type="checkbox"/>	
	Keys (lost, stolen or broken) and lock changes		<input checked="" type="checkbox"/>
	Lock or handle repairs to outside door to your home	<input checked="" type="checkbox"/>	
	Make safe insecure outside door to your home	<input checked="" type="checkbox"/>	
	Renew outside door to your home	<input checked="" type="checkbox"/>	

Repair		ADC	You
<b>Windows</b>	Making safe insecure window	<input checked="" type="checkbox"/>	
	Oil hinges and minor repairs		<input checked="" type="checkbox"/>
	Window catches and handles	<input checked="" type="checkbox"/>	
	Window frames (you are responsible for the repair of any windows fitted by you)	<input checked="" type="checkbox"/>	
	Replacing broken or cracked glass. If caused by vandalism/break-in we will repair, but only if we are provided with a valid crime reference number issue by the police		<input checked="" type="checkbox"/>
	Cleaning windows and vents of extractor fans		<input checked="" type="checkbox"/>
Repair		ADC	You
<b>Electrics</b>	Extractor fans	<input checked="" type="checkbox"/>	
	Immersion heater	<input checked="" type="checkbox"/>	
	Individual TV aerial		<input checked="" type="checkbox"/>
	Communal TV aerial. Only Arun appointed engineers are permitted to work on our system. SkyQ is not currently supported in our blocks.	<input checked="" type="checkbox"/>	
	Light fittings (not installed by you)	<input checked="" type="checkbox"/>	
	Replacing light bulbs and fluorescent strips (excluding communal areas) in general needs housing		<input checked="" type="checkbox"/>
	Replacing light bulbs and fluorescent strips in Sheltered Accommodation	<input checked="" type="checkbox"/>	
	Sockets and switches	<input checked="" type="checkbox"/>	
	Total or partial loss of electrics	<input checked="" type="checkbox"/>	
Unsafe electrical fittings	<input checked="" type="checkbox"/>		
Testing and cleaning of smoke detector once a week		<input checked="" type="checkbox"/>	

Repair		ADC	You
<b>Heating</b>	Blocked flue	<input checked="" type="checkbox"/>	
	Chimney and flue (it is tenants responsibility to ensure the flue is not obstructed)	<input checked="" type="checkbox"/>	
	Sweeping chimney	<input checked="" type="checkbox"/>	
	Heating appliances installed by you		<input checked="" type="checkbox"/>
	Partial loss of hot water and heating	<input checked="" type="checkbox"/>	
	Total loss of hot water and heating	<input checked="" type="checkbox"/>	
	Annual gas servicing	<input checked="" type="checkbox"/>	
	Radiator leaks	<input checked="" type="checkbox"/>	
	Checking your heating controls are set correctly		<input checked="" type="checkbox"/>
Repair		ADC	You
<b>Structure</b>	Roof leaking; tiles/slates, chimney or stack damaged. (Tell us how many storeys high the property is)	<input checked="" type="checkbox"/>	
	Fascia and soffit boards	<input checked="" type="checkbox"/>	
	Keeping air vents and extractor fans clean and clear and using them when cooking and bathing		<input checked="" type="checkbox"/>
	Damaged gutter or downpipe, bracket or joint loose, leaking or damaged	<input checked="" type="checkbox"/>	
	Loose, crumbling or bulging wall/ceiling plaster. Brick work and render	<input checked="" type="checkbox"/>	
	Severe condensation or mould on walls or ceilings	<input checked="" type="checkbox"/>	
	Internal decoration of walls and ceilings		<input checked="" type="checkbox"/>
	External decorations	<input checked="" type="checkbox"/>	

Repair		ADC	You
<b>Structure ctd.</b>	Putting up and repairing of shelves, curtains, shower rails, battens and coat hooks		<input checked="" type="checkbox"/>
	Keeping gully grids clear of leaves and rubbish		<input checked="" type="checkbox"/>
	Floorboards or skirting damaged. Floor covering lifting or damaged (tell us what the floor covering is made of)	<input checked="" type="checkbox"/>	
	Staircases, bannisters and handrails, stair tread	<input checked="" type="checkbox"/>	
	Repairs to floor coverings fitted by you		<input checked="" type="checkbox"/>
Repair		ADC	You
<b>Other</b>	Fences fronting the public highway	<input checked="" type="checkbox"/>	
	Replacing clothesline (unless communal)		<input checked="" type="checkbox"/>
	Garage repairs	<input checked="" type="checkbox"/>	
	Paths to front door	<input checked="" type="checkbox"/>	
	Mains wired smoke alarm	<input checked="" type="checkbox"/>	

If you have any additional needs for example a physical or mental disability that will make undertaking your repairing responsibilities more difficult then please inform us when you report a repair, and we will work with you to address the repairs.

## 5. Can I make improvements to my home?

### Improvements

The council allows you to make certain improvements to your home, but you must get written permission from us before starting.

It is vital that you get our permission before starting any work, we would not unreasonably withhold permission unless the work is likely to affect the safety of the building, cause a future maintenance problem, or cause a nuisance to your neighbours. We may attach conditions to the permission, such as insisting that the work is carried out by a competent contractor and to a satisfactory standard. We may need to inspect the work that you have carried out. Whilst you remain the resident you will be responsible for the repairs and maintenance of any improvements made.

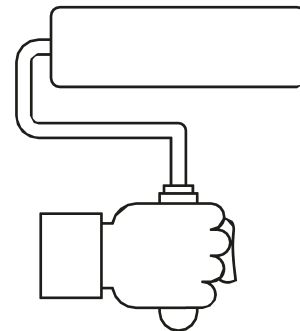
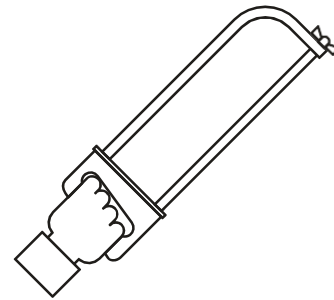
You do not require our permission to decorate the inside of your home e.g. paint, wallpaper, lay carpets, put up mirrors or shelving. You must contact us before starting all other work.

To request permission to make improvements please e-mail the Neighbourhood team on [neighbourhood.services@arun.gov.uk](mailto:neighbourhood.services@arun.gov.uk) detailing the improvements you wish to make.

### Aids and Adaptations

We aim to help you live as independently as possible. One of the ways we can do this is by funding certain aids and adaptations to your home so that you can live more comfortably and maintain your independence for longer.

For all adaptations we will require a recommendation report from your Occupational Therapist. This report is provided by West Sussex County Council who can be contacted on **01243 642121** or by e-mailing [socialcare@westsussex.gov.uk](mailto:socialcare@westsussex.gov.uk).



## 6. Home safety and security

### Gas Safety

#### Annual Gas Safety Check

We are responsible by law for carrying out an annual gas safety check in all our homes with a gas supply. This means that if your property has a gas supply, even if you never use gas, we need to have access to your home every year.

This check is to make sure all gas appliances, fittings or pipework in your home are safe. If we have your mobile number on our records, we will text you in advance of your gas safety check being due, just as a reminder.

It is essential that you allow us access to your home to carry out our annual safety check. If you are unable to make the appointment booked for you, please contact us to rearrange. Once the safety check is completed, the gas engineer will issue your home with an annual gas safety certificate, called a LGSR this is usually posted out to you within a couple of days of your visit. Copies of this certificate are available on request.

If you do not let us into your home to carry out the annual safety check you will be putting yourself and your neighbours at risk. This is a breach of tenancy, and we will need to take action to get into your home to carry out the safety check. We may have to take you to court to enable us to get into your home.

#### Gas Leak

If you smell gas call National Grid on **0800 111 999** immediately (minicom **0800 587 5055**)

- **DO** turn off the meter at the control valve
- **DO** put out any naked flames
- **DO** open doors and windows
- **DO** keep people away from the affected area
- **DON'T** smoke or strike any matches
- **DON'T** turn electrical switches on or off.

#### Carbon Monoxide

Carbon Monoxide is a gas produced when natural gas does not burn fully. It cannot be seen or tasted and does not smell, but it is poisonous if breathed in, even for a short time. Every year twenty people are killed by carbon monoxide poisoning in the UK.

The symptoms are very similar to the flu - they include headache, nausea, dizziness and sleepiness. You might not realise what is happening until it's too late.

Arun District Council will check you have a working carbon monoxide alarm when we carry out the annual gas safety check and if not install one.

The tell-tale signs that your gas appliance might be leaking carbon monoxide include:

- Yellow or orange flames may be visible. Gas appliances produce a blue flame when the gas is burning.
- A pilot light that often goes out.
- Signs of soot or yellow/ brown staining around a gas appliance.
- If you think there is a carbon monoxide leak, please call **01903 737500**.

#### Other Gas Safety tips -

- **NEVER** use a gas appliance if you think it is not working correctly. See section on carbon monoxide to see the tell-tale signs of a carbon monoxide leak.
- **NEVER** cover up a gas appliance.
- **NEVER** block or obstruct any internal or externally fixed ventilation grille or air-brick.
- **NEVER** block or cover any internal or externally fitted flue from a gas appliance.
- **NEVER** allow an unqualified gas fitter or person to install or carry out works on your gas appliances or attempt the work yourself. (All qualified Gas fitters are registered with Gas Safe and must present an up to date Gas Safe identification card).



- **ALWAYS** allow access for our contractors to carry out our annual Gas Safety Check or carry out repairs. Watch out for signs that an appliance is not working properly and contact us straight away. Try to avoid damaging any gas appliance provided in your home.

## Electrical safety

### Electrical Safety checks

We will carry out electrical safety checks on the wiring, switches, light fittings and sockets in your home every five years and before you move into your home.



We will contact you when your electrical safety check is due in order to ensure this is completed in time. It is essential that you allow us access to your home to carry out these checks. If you are unable to make the appointment booked for you, please contact us to rearrange on.

If you do not let us into your home to carry out the electrical safety check you will be putting yourself at risk. This is a breach of tenancy, and we will need to take action to get into your home to carry out the safety check. We may have to take you to court to enable us to get into your home.

### Electrical Safety tips -

There are some easy to spot signs for electrical hazards in your home including:

- Frayed, cut or damaged leads
- Cracked or damaged cases on plugs and appliances
- Burn marks on plugs, leads or appliances
- Blowing fuses or tripping circuit breakers
- Damaged plug sockets or light switches

### Always make sure you -

- Report any problems with the electrical installation of your home to us straight

away. Use appliances according to the manufacturer's instructions.

- Use an RCD (Residual Current Device) when using electrical equipment outdoors. Remove plugs from sockets carefully. Pulling out a plug by the cable puts a strain on the terminations which can be dangerous.

### NEVER -

- Carry out DIY repairs on electrical installations or appliances.
- Bring mains powered portable appliances into the bathroom.
- Use any appliance that has a worn flex.
- Use any electrical appliance with wet hands.
- Attempt to extend, repair or replace damaged or worn out parts of the electrical wiring, switches and lights yourself.



## Water Safety

### Legionnaires' disease

Legionnaires' disease is a potentially fatal form of pneumonia. It is caused by the inhalation of small droplets of water from contaminated sources containing legionella bacteria.

Everyone is susceptible to infection, but Legionnaires' disease most commonly affects the elderly, or people with chest or lung problems. Not everyone exposed to legionella bacteria becomes ill.

The symptoms are very similar to the flu - they include high temperature, tiredness, fever of chills, muscle pain, headache, nausea or a dry cough.

Legionnaires' disease is not contagious, and you cannot get it from drinking water.

## Where is Legionella found?

Legionella can be found in all hot and cold-water systems and certain conditions increase the risk from legionella.

- The water temperature in all or some parts of the system is between 20-45 °C, which is suitable for legionella bacteria growth.
- It is possible for breathable water droplets to be created and dispersed e.g. from the use of showers and taps.
- If water is stored and/or re-circulated in cold water tanks or hot water heaters for example.
- If there are deposits that can support bacterial growth providing a source of nutrients for the organism e.g. rust, sediment, scale, organic matter and biofilms. These can be commonly found on shower-heads, on filters, in cold water storage tanks and hot water heaters.

Arun District Council will carry safety checks and on-going servicing to water tanks where these serve more than one home. This is usually in blocks of flats. We will also carry out checks when a home is empty.

If we need to gain access to your home to carry out any checks or repairs to your water systems, please allow us access. In most homes, this will not be the case.

If you have any concerns about the condition of the water system in your home, please contact us immediately on **01903 727827**.

## Water Safety tips

### Always make sure you

- Ensure cold water temperature runs under 20°C and hot water runs above 50°C after two minutes running, if the water temperatures are outside of this guidance please contact us straight away and do not use the water supply. You can obtain a low-cost thermometer from many high street or

DIY shops to monitor the water temperature.

- Any water outlet that is not used at least weekly should be run or flushed for two minutes on at least a weekly basis.
- Flush through showers and taps for 10 minutes after a period of non-use (i.e. after they have not been used for one week).
- Keep all shower-heads and taps clean and free from a build-up of lime scale, mould or algae growth. It is recommended on a quarterly basis they are dismantled, cleaned, de-scaled and disinfected, ensuring that any removal parts, heads, inserts and hoses are included.
- Flush toilets with the lid down following a period of non-use.
- Drain hosepipes after use and keep out of sunlight.

### NEVER -

- Change any pre-set water temperatures on the water system in your home, if you are in doubt contact us on **01903 737827**.

## Fire safety

We carry out fire risk assessments for all communal areas. It is your responsibility to make sure that you test the smoke alarm in your home and keep exits clear.

Every year, in the UK, there are approximately 500 fire related deaths. The majority of these occur within the home between 12am and 6am when people are asleep.

Smoke alarms give you advance warning of fire and more time to react. You only have minutes to escape a fire so every second counts.

We check smoke detectors as part of annual gas safety check each year. We also replace or upgrade smoke detectors where necessary. If your smoke detectors are not working or you don't have one please contact us on **01903 737827**.

We carry out periodic fire risk assessments for all communal areas of blocks of flats. We will carry out improvements to properties to homes to improve fire safety, i.e. installing new fire doors.

**How to plan for the event of a fire**

- Plan your escape.
- Fires happen when you least expect them, and you will only have a short time to act.
- Think about how you would get out of your home if the normal way is blocked.
- Keep all escape routes clear of rubbish or bulky items at all times.
- Tell everyone in the house where the door and window keys are kept.

If you live in a block of flats make sure you read and understand the evacuation notice which are displayed in the communal area of your block.

**Fire Safety tips -**

**Always**

- Test smoke alarms weekly.
- Replace the batteries of smoke alarms when needed or if there are problems with your mains powered smoke alarm contact us on **01903 737827**
- Plan your escape route .
- Use deep ashtrays so that cigarettes cannot roll out, and do not throw hot ash into the bin.
- Keep matches and lighters well out of the reach of children.
- Sit at least three feet away from heaters.
- Close all doors as this helps to prevent fire spreading.
- Switch off and unplug electrical appliances except those that are meant to stay on, like the fridge.
- Check your cooker and heaters are turned off.

- Keep doors and window keys where everyone you live with can find them.

**NEVER**

- Obstruct any escape routes from your home with rubbish or bulky items.
- Smoke in bed or in an armchair if you think you may fall asleep.
- Leave a lit cigarette, pipe or candle unattended.
- Put a heater near clothes or furniture.
- Overload electrical sockets.
- Use a barbecue on flat balcony (or inside the flat).
- Leave pans unattended when cooking.

**If a pan does catch fire:**

- Don't throw water on it - it will make it worse.
- Turn off the heat if you can do safely. If in any doubt, leave the room, close the door, shout to warn others to get out and call **999**.

**Asbestos**

Asbestos is a naturally occurring fibrous mineral that was used extensively as a popular building material since the 1950s. It was used as an insulator (to keep heat in and cold out), has good fire protection properties and protects against corrosion.

Asbestos was officially banned in 1999, so if your house was built after 2000 it should be fine.

Asbestos can be found in many products used in buildings (both inside and outside a property). Here are some of the common places materials containing asbestos may be found:

- Roof tiles and roof felt
- Gutters and rainwater pipes
- Soffit and fascias



- Cold water tanks
- Insulation to pipes
- Textured coatings to ceilings & walls
- Toilet cisterns
- Insulation to floor voids
- Gaskets & seals to gas appliances
- Floor tiles
- Partition walls
- Panels on or inside fire rated doors
- Panels behind & inside electrical equipment
- Panels under windows
- Insulation in old electric storage heaters

This is not a full list and materials containing asbestos could be found elsewhere in the property.

Artex is a textured decorative coating that was widely used on interior walls and ceilings. Some older types of Artex contained a very small amount of asbestos. Artex is safe as long as it is not disturbed i.e. sanded or scraped.

Some older floor tiles contain asbestos. Even broken pieces of tile are extremely unlikely to release any asbestos fibres.

## Asbestos Surveys

We may need to carry out an asbestos survey to your home, especially if we need to carry out repairs or other works which may disturb asbestos. We will survey all your home, so we have as much information as possible about asbestos in your home.

When asbestos surveys are carried out, not only do we confirm whether materials contain asbestos, we also confirm their condition. Materials containing asbestos in good condition do not pose a risk to your health and sometimes removing it can be more hazardous than leaving it alone. If the material is in a poor condition, then the decision will be made to either remove it or make it safe. If left undisturbed asbestos is safe.

## Asbestos Safety tips

### Always -

- Treat asbestos with respect.
- Contact us if you think you have damaged asbestos in your home.
- Contact us if you are planning any DIY or improvements to your home.
- Help us by keeping any appointments we, or our asbestos surveyors/contractors may give you.
- Take care to avoid damaging asbestos materials.

### NEVER -

- Attempt to remove any suspected asbestos materials yourself.
- Put yourself at risk by carrying out DIY on or next to asbestos materials e.g. cutting, drilling or sanding.
- Dust, sweep or vacuum areas where asbestos debris may lie.



## 7. Home maintenance advice

### What to do when:

#### Pipes leak:

- Place a dish or bowl under the leak.
- Pull back carpets.
- Lay down newspaper or towels to absorb the water and change regularly.
- Contact our repairs team on **01903 737827 / 0800 018 6050**

#### Pipes burst:

- Turn off the water at the main stop cock, and any gate valves from the water tank.
- Switch off any water heaters.
- Open all taps to drain water from the system.
- If electrics are getting wet, turn off electricity at the consumer unit/fuse board and do not touch any affected items.
- Contact our repairs team on **01903 737827 / 0800 018 6050**



Make sure you know where the gate valves (taps) for the hot and cold-water tanks are located (usually by the hot and cold water tanks). Find out where the mains stopcock is and make sure you can easily turn all stopcock and valves. If they are stiff, apply WD40 or oil to loosen them.

#### Pipes freeze:

- Turn off the water at the main stop tap and open the cold taps.
- If the hot water system is frozen, turn off any water heaters and contact your gas contractor.
- Contact our repairs team on **01903 737827 / 0800 018 6050**

In very cold weather it is a good idea to leave heating on at low level all the time.

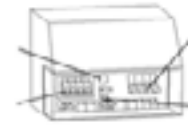
#### Top tip

At times we may need you to turn off your water supply. You should make sure you know where your stopcock is. It is wise to test it twice a year to make sure it is working. You can do this by shutting it off to check it closes, then opening it fully. Then close it slightly by turning it a little towards off.

**Note – if you do have to turn off your water supply, you may also need to turn off your heating system.**

You need to reset a trip switch:

- Open the cover on the consumer unit to expose the trip switches/buttons.
- Check which switches/buttons have tripped to the OFF position and which rooms (circuit) have been affected.
- Switch off all lights and appliances on the circuit, then put these switches/buttons back to the ON position.



If the trip goes again it's probably caused by a faulty appliance. You need to identify which circuit is being affected and which appliance is causing the problem. Do not carry on resetting it if it keeps tripping off. Contact our repairs team on **01903 737827 / 0800 018 6050**

#### To identify the problem appliance:

- Unplug all appliances on the problem circuit, and switch off the immersion heater.
- Switch the 'tripped' switch to the **ON** position (press in if it is a button).
- Plug in the appliances one at a time until the trip goes again.

Do not use adaptors when testing appliances, make sure your hands are dry when you touch electrical fittings and never touch the electricity company's fuse and seals.

## You need to clear a blockage in the sink or bath

- Remove most of the water using a suitable container.
- Blockages are caused by build-up of waste in the trap, so waste-pipes and traps should be cleaned at least once a month.
- The trap is located under the bath, basin or sink.
- It always holds some water, which stops air or foul smells coming up the drain.
- If more than one fitting (bath, basin or sink) is blocked, the blockage may be in the soil stack or main drain. If this is the case contact us, as we will need to rectify.
- To complete the unblocking task, you will need: a bowl, jug or cup, wet rag/dishcloth, plunger, rubber gloves.
- To unblock a bath, basin or sink: bale out most of the water, hold the rag tightly over the overflow opening, place the plunger over the plug hole and pump up and down rapidly five or six times.
- Remove the plunger and note if the water drains more quickly.
- If it does not, repeat the process several times or until the blockage is clear.
- Contact our repairs team on **01903 737827 / 0800 018 6050** as a last resort.

- Check by flushing the toilet to see whether the blockage has gone. You may need to repeat the process several times before the toilet flushes normally.
- Contact our repairs team on **01903 737827 / 0800 018 6050** as a last resort.



## You need to clear a blocked toilet

- If the toilet pan is already full remove most of the water into a suitable bucket using a jug or bowl.
- Push the toilet brush or plunger to the bottom of the pan and pump up and down vigorously about 10 times. This creates a vacuum and pressure which may shift the blockage.



**Remember – Only Pee, Poo and Toilet Paper to be flushed down the toilet.**

## 8. Damp and condensation

### What is condensation?

Condensation is caused by too much moisture in the air. If condensation occurs regularly in your home, it can cause damp and mould. Condensation occurs mainly during cold weather. It will appear in corners and on walls, around windows or behind wardrobes and cupboards, in places where there is less or little air movement.

### What is damp?

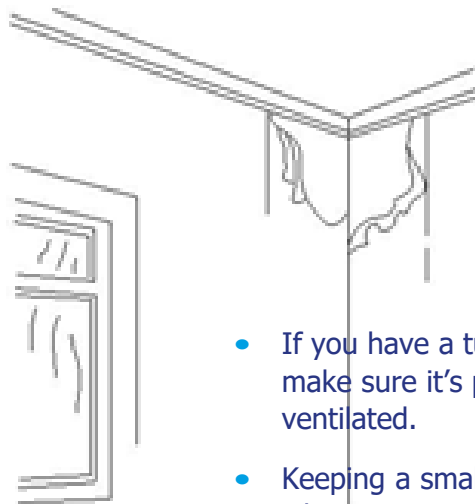
Damp usually creates a 'tide mark' if it has come from outside sources. The main causes of damp in the home are:

- Leaking pipes, wastes or overflows.
- Rain seeping through a roof where tiles or slates are missing.
- Blocked or defective guttering causing an overflow of rainwater.
- Rising damp due to a defective damp course, debris in the cavity or slumped wet cavity wall insulation.

If the damp in your home doesn't come from an outside source, then it is probably due to condensation.

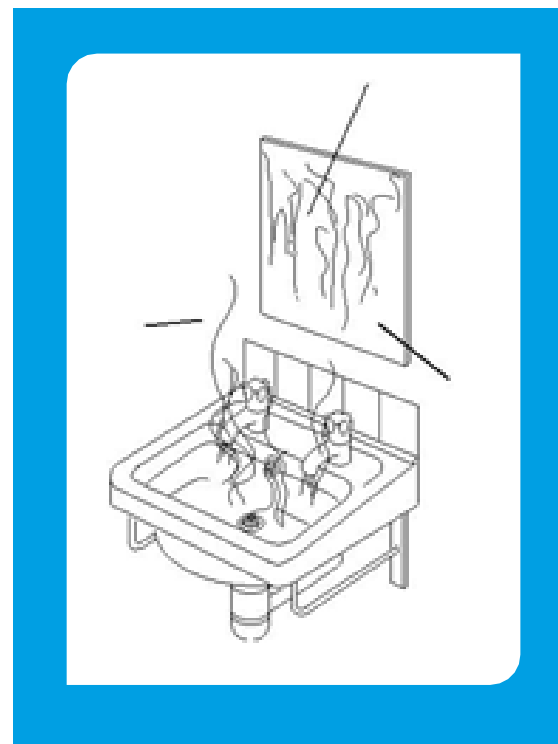
### How to avoid or minimise condensation?

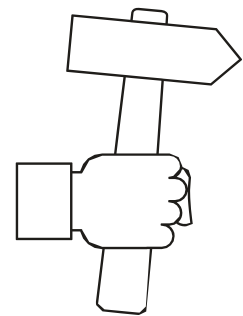
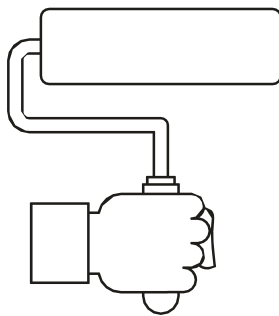
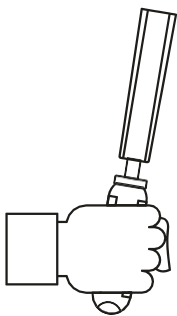
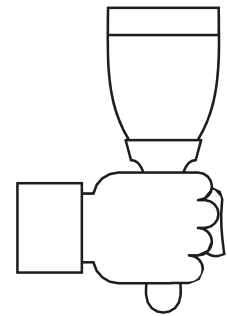
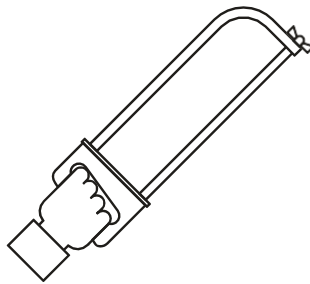
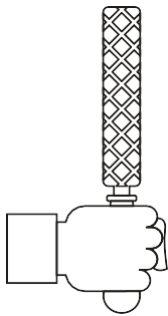
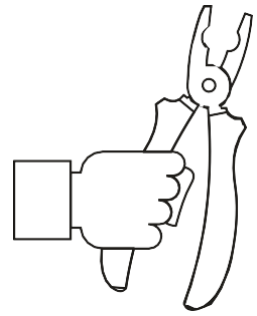
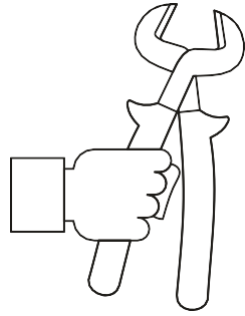
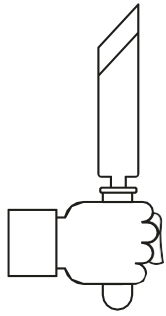
- Using pan lids when cooking.
- Ventilating bathrooms, kitchens and living areas when in use by opening windows and always having trickle vents open.
- Closing kitchen and bathroom doors when in use to help prevent moisture reaching other rooms, especially bedrooms which are often colder.
- Make sure your fan is working and you use it whenever you are running a hot bath or cooking in the kitchen.
- Drying washing outside where possible rather than on radiators. If you have wet clothing in the home ventilate the room by opening windows.



- If you have a tumble dryer, make sure it's properly ventilated.
- Keeping a small window ajar when anyone is in the room for any length of time.
- Try to keep the temperature in your home constant.
- Early signs such as water on the glass of windows should be wiped down immediately with a dry cloth.

If you would like more information on managing condensation or suspect you have damp, then please contact our repairs team on **01903 737827**







## How you can contact us

### I-Housing

By using I-Housing you can access services online and report and track repairs, make payments and view information about your tenancy and rent account. If you would like to register for I-Housing to access these services, please complete the form on our website with your details and we will e-mail you a password.

### Phone

For repairs call **0800 018 6050**

**Website – [www.arun.gov.uk](http://www.arun.gov.uk)**



If you feel that a member of staff or trades person has not delivered the high-quality service you expect from us, please call the Repairs team on **01903 737827**.







Housing Repairs  
Arun District Council  
Civic Centre  
Maltravers Road  
Littlehampton  
West Sussex BN17 5LF

Tel: 01903 737500

Email: [housing@arun.gov.uk](mailto:housing@arun.gov.uk)

[www.arun.gov.uk/housing](http://www.arun.gov.uk/housing)

## AGENDA ITEM NO.

### **ARUN DISTRICT COUNCIL**

#### **REPORT TO HOUSING AND CUSTOMER SERVICES WORKING GROUP ON 16 MARCH 2020**

#### **PART A: REPORT**

<b>SUBJECT:</b>	<b>Income Recovery Policy</b>
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<b>REPORT AUTHOR:</b>	Johanne Batty, Neighbourhood Services Manager Satnam Kaur, Group Head of Residential Services
<b>DATE:</b>	6 March 2021
<b>EXTN:</b>	37721
<b>PORTFOLIO AREA:</b>	Residential Services

<b>EXECUTIVE SUMMARY:</b>
This report seeks approval for the adoption of an Income Recovery Policy for housing that is owned or managed by the Council. The policy outlines our approach to preventing, managing and collecting rent, arrears and other money owed to the Council arising from housing that is owned or managed by the Council.

<b>RECOMMENDATIONS:</b>
Housing and Customer Services Working Group is asked to recommend to Cabinet:
a) The adoption of the Income Recovery Policy 2021.
b) Delegated authority to be given to the Group Head of Residential Services to make changes to the policy.

<b>1. BACKGROUND</b>
1.1 Rental income is the main source of income to the Housing Revenue Account. The Council recognises that maximising the collection of rent is of major importance as it directly affects the services that tenants receive and resources available to invest in their homes. Rental income pays for the management of the Council's housing stock and its surrounding environment and the maintenance and improvement of homes to meet the Regulatory Standards as set out by the Regulator for Social Housing (RSH). The income stream is also used to invest in new social housing

funded by the Housing Revenue Account.		
1.2	Whilst the Council must ensure that it maximises rental income, it also recognises the needs of its tenants and the importance of tenancy sustainment and homelessness prevention. Advice, assistance and support will be offered to tenants who have genuine difficulties in paying rent or other debts owed to the Council. The Council's overall approach to maximising income through its rental stream is to allocate properties appropriately and provide appropriate support and assistance to those tenants at risk of not paying their rent to prevent them from falling into arrears. Where arrears do occur to respond quickly and decisively.	
<b>2.</b>	<b>PROPOSAL(S):</b>	
2.1	To adopt the Income Recovery Policy 2021.	
<b>3.</b>	<b>OPTIONS:</b>	
3.1	To adopt the Income Recovery Policy 2021.	
3.2	Not to adopt the policy but this is not considered a feasible option as the policy will assist the Council to meet its obligations regarding the management of the Housing Revenue Account.	
<b>4.</b>	<b>CONSULTATION:</b>	
	<b>YES</b>	<b>NO</b>
Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify) Members of the Housing and Customer Services Working Group	✓	
<b>5.</b>	<b>YES</b>	<b>NO</b>
<b>ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)</b>		
Financial		✓
Legal		✓
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		

**6. IMPLICATIONS:**

N/A

**7. REASON FOR THE DECISION:**

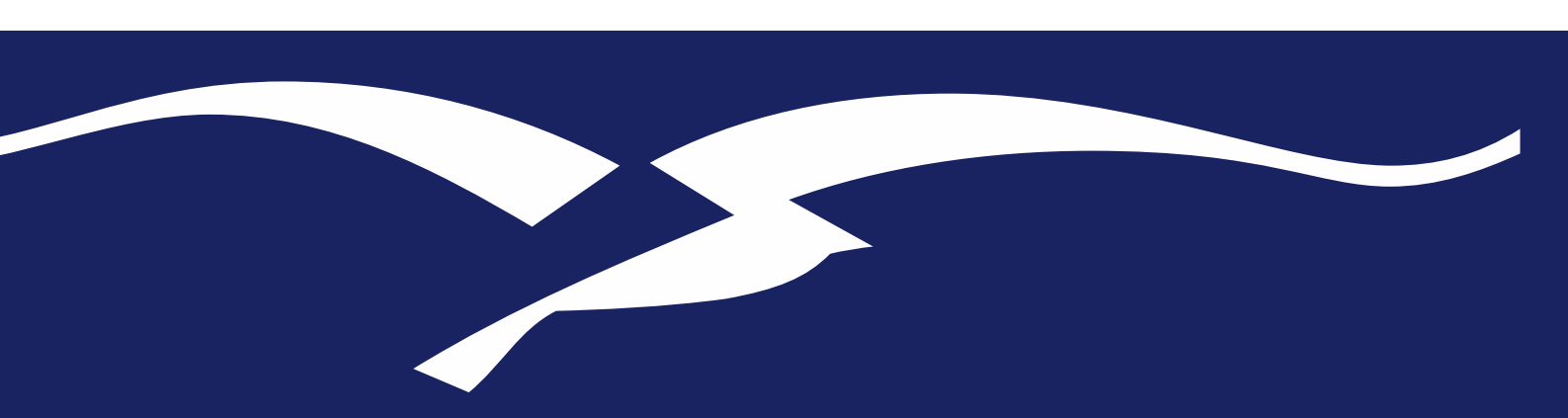
7.1 The policy will assist the Council to meet its obligations in respect of managing the Housing Revenue Account.

**8. BACKGROUND PAPERS:**

N/A

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# INCOME RECOVERY POLICY

<b>Policy Date</b>	8 March 2021
<b>Approved by Full Council on</b>	
<b>Review Date</b>	April 2024



## CONTENTS

<b>Section</b>	<b>Title</b>	<b>Page</b>
<b>1</b>	<b>Introduction</b>	<b>3</b>
<b>2</b>	<b>Aims and Objectives</b>	<b>3</b>
<b>3</b>	<b>Legal Framework</b>	<b>4</b>
<b>4</b>	<b>Our Approach</b>	<b>4</b>
<b>5</b>	<b>Tenant Responsibilities</b>	<b>5</b>
<b>6</b>	<b>Payment Methods</b>	<b>6</b>
<b>7</b>	<b>Enforcement</b>	<b>6</b>
<b>8</b>	<b>Eviction</b>	<b>7</b>
<b>9</b>	<b>Former Tenant Arrears</b>	<b>7</b>
<b>10</b>	<b>Garage Arrears</b>	<b>8</b>
<b>11</b>	<b>Leaseholder and Shared Ownership Arrears</b>	<b>8</b>
<b>12</b>	<b>Temporary Accommodation Arrears</b>	<b>10</b>
<b>13</b>	<b>Data Protection, Confidentiality and Information Sharing</b>	<b>10</b>
<b>14</b>	<b>The Equality Act 2010 and The Human Rights Act 1998</b>	<b>10</b>
<b>15</b>	<b>Equalities Impact Assessment</b>	<b>11</b>

## **1 Introduction**

1.1 This policy outlines our approach to preventing, managing and collecting rent, arrears and other money owed to the Council arising from housing that is owned or managed by the Council. This includes:

- a) Rent accounts
- b) Service charge accounts
- c) Court costs
- d) Rechargeable repairs
- e) Former Accounts

1.2 This policy applies to:

- a) General needs accommodation
- b) Older persons' accommodation
- c) Leaseholder accommodation
- d) Temporary accommodation
- e) Garages

1.3 When we refer to "rent" in this policy we mean rent, services charges and any other payments that form part of the tenancy agreement, licence or lease.

1.4 When we refer to "general needs accommodation" in this policy we mean accommodation occupied by tenants paying a social or affordable rent. General needs tenants may hold secure tenancies, starter tenancies, fixed term tenancies and/or contractual tenancies. Residents that occupy a property on a use and occupation basis will be considered a licensee and will be liable for a licence fee or charge as per the terms of the licence.

1.5 When we refer to "older persons' accommodation" in this policy we mean sheltered housing which specifically caters for older people.

1.6 When we refer to "leaseholder accommodation" in this policy we mean leaseholders, shared owners (residents who have purchased a percentage share of the lease of their property) and freeholders who have a service charge liability to the Council.

## **2 Aims and Objectives**

2.1 The aim of this policy is to make sure that all reasonable steps are taken by us to collect rent due and minimise the level of arrears and other debts, while also providing support and advice on income maximisation and tenancy sustainment.

2.2 We rely on rent income to pay for services to tenants such as tenancy management and repairs. It is therefore essential that rent income is maximised through effective management of rent arrears so that essential services are delivered.

2.3 This policy will assist us to make consistent decisions when preventing, managing and collecting rent arrears and other housing related charges payable to the Council.

### **3 Legal Framework**

3.1 The Council will ensure that this policy meets legislative and good practice requirements contained within the following Acts and Codes of Practice:

- a) Housing Act 1985
- b) Housing Act 1996
- c) Housing Act 2004
- d) Deregulation Act 2014
- e) Landlord and Tenant Act 1985
- f) Pre-Action Protocol for Possession Claims by Social Landlords
- g) Human Rights Act 1998
- h) General Data Protection Regulations 2016 and Data Protection Act 2018
- i) Protection from Eviction Act 1977
- j) Equality Act 2010
- k) Welfare Reform and Work Act 2016
- l) Localism Act 2011
- m) Homelessness Act 2002
- n) Homelessness Reduction Act 2017
- o) The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020

### **4 Our Approach**

4.1 In delivering this policy all officers responsible for rent collection, tenancy sustainment and Financial Inclusion will adopt the following principles:

#### **4.2 Prevention**

4.2.1 We promote a rent payment culture from the start of a Council tenancy by asking tenants to pay their rent in advance and explaining the support we can provide if they fall into financial difficulties.

4.2.2 We recognise the importance of early intervention in preventing arrears building up. We monitor rent accounts regularly and notify tenants when their rent account falls into arrears.

4.2.3 We will always give due regard to a tenant's full circumstances to enable us to take into consideration when addressing each case appropriate. This may include how we provide repayment options and will endeavour to give support and advice on income maximisation at each stage of the arrears process to minimise any arrears of rent. We will use various methods available to contact our tenants including email,

telephone calls, letters, visits and SMS text message. Consideration will be given where we are aware that English is not the tenant's first language or where any other adjustments may need to be made.

### **4.3 Tenancy Sustainment**

4.3.1 Where we know tenants are vulnerable, we will provide advice and support to them on how to sustain their tenancy. If tenants require specialist support, we will make referrals to external support agencies where possible.

4.3.2 Some examples of 'vulnerable' tenants are:

- a) those who are elderly,
- b) those with a disability,
- c) those with illness, or
- d) those whose households include children.

4.3.3 For specialist support, we will make a direct referral to the appropriate agency or department within the Council with the tenant's consent.

4.3.4 Where tenants are in a debt moratorium or experiencing mental health crisis in accordance with the meaning of The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020, we will comply with our obligations of the same.

4.3.5 We will provide advice and guidance to tenants in relation to their income and expenditure and their ability to pay their rent and any arrears that have accrued.

### **4.4 Fair, Clear and Legal**

4.4.1 Our rent arrears processes will comply with our legal obligations as a landlord. When communicating with tenants we will be clear that there is a requirement to pay rent and this is due in advance regardless of the frequency, or source of payment. We will follow the Pre-Action Protocol for Rent Arrears, when appropriate, in managing income collection.

4.4.2 We will give tenants clear information about our reason for contacting them and what we are asking them to do and why.

4.4.3 Where a lease, tenancy agreement or other occupancy agreement permits for interest to be charged, this may be charged at the discretion of the Council.

## **5 Tenant Responsibilities**

5.1 We expect tenants to pay their rent in advance and in accordance with the terms of their tenancy agreement and to let us know if they are unable to make payment.

- 5.2 Joint tenants are jointly and severally responsible for paying their rent and any arrears on their rent account. Joint tenants are also responsible for obtaining any welfare benefits they are entitled to.
- 5.3 Where tenants receive Universal Credit, we will apply for the housing cost element to be paid directly to us if the tenant meets the criteria for alternative payment arrangements in line with the Department for Work and Pension's guidance.
- 5.4 We will look to provide income and welfare benefit advice or sign-posting to those who are experiencing financial difficulties and tenants, leaseholders, shared owners and licensees will be encouraged to utilise this service. We will also advise that they are able to seek independent advice from agencies such as the Citizens Advice Bureau.

## **6 Payment Methods**

- 6.1 We want to make it as easy as possible for tenants to pay their rent but we will encourage all tenants to pay via direct debit. Payments can be made:
- 6.2 By direct debit, standing order, debit/credit card:
- a) By phone
  - b) Online
  - c) By Swipe card - AllPay
  - d) By Benefit Direct
  - e) By Cheque

## **7 Enforcement**

- 7.1 Tenants will be considered in arrears usually when they have missed one payment. Tenants will be encouraged to settle the amount owed in full immediately. However, where this is not possible, we will look to negotiate an acceptable repayment plan to gradually reduce the arrears owed in order to avoid the need for legal action. This will usually be by securing a lump payment to reduce the amount owed and agreeing a weekly/monthly amount to be paid on top. When calculating the repayment amount we will take into account the circumstances of the household including their income, expenditure and other outstanding debts. We will also take into account the amount of time remaining on a tenancy if it has a fixed term.
- 7.2 Before deciding to take enforcement action we will make sure we have provided the tenant with appropriate advice on income maximisation so they can repay the debt owed to us. We will also make sure that we have provided advice and support where the tenant agrees to engage with such.

- 7.3 Where we are aware that tenants have vulnerabilities, we will check that we have offered to support them or make suitable referrals to external support agencies so that they can sustain their tenancy.
- 7.4 If a tenant fails to clear their arrears owed or come to an acceptable repayment agreement then possession action may be taken. We will serve the appropriate notice to inform the tenant of the enforcement action we intend to take.
- 7.5 Our notices will clearly advise the amount outstanding and the earliest date that Court action can be taken. Advice will be provided on seeking independent legal advice and what steps to take to avoid legal action.
- 7.6 For cases where attempts to arrange an acceptable repayment agreement with the tenant have not been successful, then an application for possession of the property may be made. Any possession proceedings will only be carried out after careful consideration of the circumstances of an individual case.
- 7.7 We will always ask the Court to award Court costs. Tenants will be responsible for payment of these where successfully awarded by the Court.

## **8 Eviction**

- 8.1 For cases where an outright possession order has been granted, or the tenant has breached the terms of a suspended possession order, we will consider taking steps to evict the tenant. This decision will be subject to internal review and approval by the Neighbourhood Services Manager
- 8.2 We will let tenants know why we are taking eviction action and provide details of the Bailiff appointment. We will also contact any known support agencies, so they are aware that the tenancy is in danger of failing. We will follow our consent and information processing policy in doing so.
- 8.3 We will work closely with the housing options team prior to making an application to the court and inform them that we are doing so.

## **9 Former Tenant Arrears**

- 9.1 We will pursue former tenant arrears regardless of the amount and may use a third party to carry this out.
- 9.2 Only where debt is found to be statute barred or otherwise uncollectable, will we consider writing it off as a last resort. All write offs must be approved by Group Head of Residential Services.

## **10 Garage Arrears**

- 10.1 We expect licence charges to be paid regularly in advance in accordance with the garage licence agreement.
- 10.2 Where arrears build up on the licence charges account, we expect them to be cleared in full. If the licensee fails to bring their account up to date, we will serve a Notice to Quit in accordance with the terms of the Licence.
- 10.3 If the garage arrears are not cleared in full on expiry of the Notice to Quit we will change the locks. The licensee is expected to remove all belongings from the garage by the end of the Notice to Quit.
- 10.4 If belongings remain, we will serve a Torts Notice and dispose of them once the Torts Notice expires.

## **11 Leaseholder and Shared Ownership Arrears**

- 11.1 Rent and other charges are usually payable monthly in advance depending on the provisions in the lease.
- 11.2 We will always try to reach an acceptable agreement for any arrears to be cleared by the shared owner or their mortgage lender. Leaseholders and shared owners may have particular circumstances which have contributed to their arrears or impact on their ability to repay the debt. We will use knowledge of such circumstances to inform the arrears repayment plan that we will seek, or legal/ enforcement actions that we take to recover money that is owed or due to the Council. The Council will advise leaseholders and shared owners who are experiencing financial difficulties to seek debt advice from independent agencies such as the Citizens Advice Bureau.
- 11.3 The Council expects all leaseholders and shared owners to pay their rent where applicable and other charges in accordance with their lease. We will regularly monitor accounts and contact those leaseholders and shared owners whose accounts have fallen into arrears. There is no general right to withhold service charge payments and leaseholders and shared owners who withhold service charges will be deemed to be in arrears and subject to this policy.
- 11.4 In the case of leaseholders and shared owners we will normally expect any arrears to be cleared in a maximum of 6 monthly instalments. Payment agreements with more than 6 monthly instalments will usually only be entered into if a substantial lump sum is paid as a first instalment. Payment agreements which are more than 6 months in duration will be approved by a senior manager.
- 11.5 Where a repayment agreement with a leaseholder or shared owner who has a mortgage, we will approach the homeowner's mortgage lender to recover the sums owed. The Council has a legal obligation to do so due to the mortgage lender's



interest in the property. If the mortgage lender agrees to repay the debt outstanding, the amount repaid is usually added to the homeowner's mortgage.

- 11.6 If the Council is unable to recover the debt from the leaseholder or shared owner or its mortgage lender then the Council will commence legal action. We will serve notices on the shared owner's mortgage lender prior to any legal proceedings being taken in accordance with our own procedures and will comply with our legal obligations as a landlord. Approval to commence legal action will be sought from the Group Head of Residential Services and/or Director of Services before any legal action is taken to be satisfied the action is proportionate.
- 11.7 If a leaseholder or shared owner has arrears a County Court claim may be issued against the leaseholder or shared owner. The Council will determine which legal or enforcement action to take on a case by case basis, considering the circumstances of each case. The Council will notify leaseholders in advance of any legal action or enforcement action that it intends to take. Any legal costs incurred by will be added to the debt. If a judgment is obtained in the County Court, it can be enforced in any way that is lawfully available to the Council which may include (note that this is not an exhaustive list of enforcement action):
- a) Request payment from any mortgage lender;
  - b) Forfeiture – where the Council recovers possession of the property;
  - c) Charging Order and/or Order for Sale;
  - d) Voluntary Charge
- 11.8 In the case of shared ownership arrears, should the shared owner fail to enter into a repayment agreement with the Council or fail to comply with a repayment agreement, the Council will consider serving a Notice of Seeking Possession (NOSP). Where the resident has a mortgage lender, the NOSP will also be sent to the mortgage lender. Discretionary grounds for possession will generally be used. However, the use of the mandatory Ground 8 of the 1988 Housing Act will be considered where in excess of eight weeks' or two months' rent is owed.
- 11.9 Where a legal determination has been made by a Court or Tribunal in relation to service charges the service charges will become immediately due and payable in line with the Court order or Tribunal decision and any instalment agreements will be at the discretion of the Council.
- 11.10 Freehold arrears cases will be determined on a case by case basis. The Council will notify freeholders in advance of any legal action that it intends to take.

## **12 Temporary Accommodation Arrears**

- 12.1 We will manage the arrears recovery of any rent or licence charges owed for temporary accommodation in accordance with our own procedures and will comply with our legal obligations as a landlord.

12.2 We will liaise with the housing options team before taking any action to ensure the tenant or licensee is given the correct advice and support to resolve outstanding debt.

12.3 If the tenant fails to engage or make acceptable payments to clear the arrears, we will serve a Notice to Quit and take legal action to seek vacant possession of our property and recover any monies owed.

### **13 Data Protection, Confidentiality and Information Sharing**

13.1 The Council will ensure it complies with the requirements of the General Data Protection Regulations 2016 and Data Protection Act 2018 and its own data protection policies when managing information it holds about its tenants, shared owners or licensees.

### **14 The Equality Act 2010 and The Human Rights Act 1998**

#### **14.1 Equality Act 2010**

14.1.1 The Equality Act 2010 identifies protected characteristics. Examples of these are: age, disability, race, sex, religion or belief, and sexual orientation.

14.1.2 Where required, the Council must in the exercise of its functions have due regard to the need to:

- a) eliminate any form of unlawful discrimination (including direct or indirect discrimination, harassment, victimisation and any other conduct prohibited under the Act)
- b) advance equality of opportunity between people who share a relevant characteristic and people who do not, and
- c) foster good relations between people who share a protected characteristic and people who do not

This is called the Public Sector Equality Duty. The duty may mean treating those with protected characteristic more favourably than others, having due regard to the wider duty. The Courts have held that the public sector equality duty applies to decisions about recovering possession and evictions.

#### **14.2 Human Rights act 1998**

14.2.1 Any interference with a person's human rights must be proportionate to their rights under the Human Rights Act 1998. This means balancing the rights of the individual with the duties and responsibilities of the Council as a landlord. The Council is responsible for showing that the actions it takes are necessary and therefore proportionate. Thus, the principles are directly relevant to the day to day decision making of officers.

14.2.2 These rights do not necessarily prevent the Council from managing its housing stock, but the Council must act in accordance with the law and in a way that is in pursuit of a legitimate aim and both necessary and proportionate. This is a balancing exercise between the human rights of a tenant or occupier and the rights of others. The convention does not prohibit the Council from taking proportionate measures to encourage or enforce payment or other compliance with legal obligations.

## **15 Equalities Impact Assessment**

15.1 This policy will be implemented in accordance with our Equality and Diversity Statement, ensuring that we will not discriminate against anyone on grounds of their protected characteristics. We are committed to equality and diversity. This policy has considered the Equality Act 2010 and we have completed an Equalities Impact Assessment. We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats we will provide them.

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## ARUN DISTRICT COUNCIL

### REPORT TO HOUSING AND CUSTOMER SERVICES WORKING GROUP ON 16 MARCH 2020

#### PART A: REPORT

<b>SUBJECT:</b>	<b>Anti-Social Behaviour Policy</b>
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<b>REPORT AUTHOR:</b>	Johanne Batty, Neighbourhood Services Manager Satnam Kaur, Group Head of Residential Services
<b>DATE:</b>	6 March 2021
<b>EXTN:</b>	37721
<b>PORTFOLIO AREA:</b>	Residential Services

#### EXECUTIVE SUMMARY:

Section 218A of the Housing Act 1996 places a duty on social landlords to publish an anti-social behaviour policies and procedures for dealing with reports of anti-social behaviour.

This report seeks approval for the adoption of the revised Anti-Social Behaviour Policy 2021 in respect of council housing.

#### RECOMMENDATIONS:

Housing and Customer Services Working Group is asked to recommend to Cabinet:

- a) The adoption of the Anti-Social Behaviour Policy 2021.
- b) Give delegated authority to the Group Head of Residential Services to make changes to the policy.

#### 1. BACKGROUND

- 1.1 This policy outlines the Council approach for dealing with ASB. The Council will not tolerate nuisance or anti-social behaviour directed towards our tenants, licensees, their visitors or any others engaged in a lawful activity in the locality of our homes, including our employees, contractors and others acting on our behalf.
- 1.2 ASB covers the range of behaviours from low-level nuisance to serious harassment, which can damage the quality of life and interfere with the ability of people to use and enjoy their homes and/or community.

1.3	<p>The policy has been developed within the national and local policy context relating to ASB and in accordance with the Regulator of Social Housing's Neighbourhood and Community Standard and aims to demonstrate our commitment to:</p> <ul style="list-style-type: none"> <li>a) Providing an accessible and accountable service.</li> <li>b) Taking swift action to protect communities and providing a positive response to reports of anti-social behaviour and being clear to those reporting what we can or cannot do.</li> <li>c) Adopting a supportive approach to working with victims and witnesses, ensuring a victim centred approach.</li> <li>d) Encouraging individual and community responsibility.</li> <li>e) Having a clear focus on prevention and early intervention along with taking robust but incremental approach to tackling anti-social behaviour and only using legal action where proportionate and reasonable.</li> <li>f) Ensuring that we will work with partner agencies to tackle ASB where appropriate, attempting to intervene early and prevent or resolve problems as quickly as possible and using the full range of legal and non-legal tools available to the Council.</li> </ul>	
2.	<p><b>PROPOSAL(S):</b></p> <p>2.1 To adopt the Anti-Social Behaviour Policy 2021.</p>	
3.	<p><b>OPTIONS:</b></p> <p>3.1 To adopt the Anti-Social Behaviour Policy 2021. There are no alternative options as it is a legislative requirement for social housing landlords to have published anti-social behaviour policies and procedures.</p>	
4.	<p><b>CONSULTATION:</b></p>	
	<b>YES</b>	<b>NO</b>
Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify) Members of the Housing and Customer Services Working Group	✓	
5. <b>ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)</b>	<b>YES</b>	<b>NO</b>
Financial		✓
Legal		✓

Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		
<b>6. IMPLICATIONS:</b>		
N/A		
<b>7. REASON FOR THE DECISION:</b>		
7.1	The policy will assist the Council to meet its obligations as a social housing landlord in respect of dealing with ASB.	
<b>8. BACKGROUND PAPERS:</b>		
N/A		

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# ANTI-SOCIAL BEHAVIOUR POLICY

<b>Policy Date</b>	8 March 2021
<b>Approved by Full Council on</b>	
<b>Review Date</b>	April 2024

## CONTENTS

<b>Section</b>	<b>Title</b>	<b>Page</b>
<b>1</b>	<b>Introduction</b>	<b>3</b>
<b>2</b>	<b>Aims and Objectives</b>	<b>3</b>
<b>3</b>	<b>Legal Framework</b>	<b>5</b>
<b>4</b>	<b>What is ASB</b>	<b>5</b>
<b>5</b>	<b>Definition of ASB</b>	<b>7</b>
<b>6</b>	<b>Reporting</b>	<b>8</b>
<b>7</b>	<b>Prioritising Complaints – Service Standards</b>	<b>9</b>
<b>8</b>	<b>ASB Tools and Interventions</b>	<b>10</b>
<b>9</b>	<b>Action and Intervention – Residential Services</b>	<b>10</b>
<b>10</b>	<b>ASB Case Management</b>	<b>11</b>
<b>11</b>	<b>Residents Responsibility</b>	<b>12</b>
<b>12</b>	<b>Protection of Staff</b>	<b>12</b>
<b>13</b>	<b>Partnership working</b>	<b>13</b>
<b>14</b>	<b>Complaints</b>	<b>13</b>
<b>15</b>	<b>Data Protection and Confidentiality</b>	<b>14</b>
<b>16</b>	<b>Equalities Impact Assessment</b>	<b>14</b>

## **1 Introduction**

- 1.1 This policy outlines our approach to responding to reports of anti-social behaviour (ASB) to ensure tenants have their right to safe and peaceful enjoyment of their home and community.
- 1.2 The policy applies to:
- a) General needs properties;
  - b) Older persons' accommodation;
  - c) Temporary Accommodation.
- 1.3 When we refer to "general needs accommodation" in this policy we mean accommodation occupied by tenants paying a social or affordable rent. General needs tenants will hold secure tenancies, assured tenancies, starter tenancies, fixed term tenancies and contractual tenancies. Residents that occupy a property on a use and occupation basis will be considered a licensee and will be liable for a licence fee or charge as per the licence.
- 1.4 When we refer to "older persons' accommodation" in this policy we mean sheltered housing which specifically caters for older people.

## **2 Aims and Objectives**

- 2.1 Residential Services is committed to working together with central government, the Police, external agencies, and residents to build safe communities and to tackle ASB effectively. We want to strike a balance between protecting the quiet enjoyment of the community, and helping individuals sustain their tenancies.
- 2.2 We expect our tenants, and their visitors and guests, to show consideration to their neighbours and not to cause nuisance. We also expect our tenants to be reasonably tolerant and understanding towards the lifestyles and needs of others and our tenancy agreement sets out our expectations. Unfortunately, there will be times when behaviour is not acceptable, or where tolerance is not being shown.
- 2.3 Through delivering our services we want to prevent ASB from occurring and to take positive action to stop further incidents if they occur and our response to anti-social behaviour will be proportionate to the extent of harm caused.
- 2.5 This document outlines the Council's policy and summary for dealing with ASB. The Council will not tolerate nuisance or anti-social behaviour directed towards our tenants, licensees, their visitors or any others engaged in a lawful activity in the locality of our homes, including our employees, contractors and others acting on our behalf.

- 2.6 ASB covers the range of behaviours from low-level nuisance to serious harassment, which can damage the quality of life and interfere with the ability of people to use and enjoy their homes and/or community.
- 2.7 The Policy has been developed within the national and local policy context relating to ASB and in accordance with the Regulator's Neighbourhood and Community Standard and aims to demonstrate our commitment to:
- a) Providing an accessible and accountable service.
  - b) Taking swift action to protect communities and providing a positive response to reports of anti-social behaviour and being clear to those reporting what we can or cannot do.
  - c) Adopting a supportive approach to working with victims and witnesses, ensuring a victim centred approach.
  - d) Encouraging individual and community responsibility/
  - e) Having a clear focus on prevention and early intervention along with taking robust but incremental approach to tackling anti-social behaviour and only using legal action where proportionate and reasonable.
  - f) Ensuring that we will work with partner agencies to tackle ASB where appropriate, attempting to intervene early and prevent or resolve problems as quickly as possible and using the full range of legal and non-legal tools available to the Council.
- 2.5 This policy aims to:
- a) Make it easy to report ASB
  - b) Adopt a victim-orientated approach
  - c) Be accessible and open to victims, whilst being realistic about what we can do and what constitutes ASB
  - d) Take a balanced approach to manage ASB cases
  - e) Use a range of early intervention methods, where appropriate. (This to be balanced against the need to take urgent action, often with Police, in the more serious cases)
  - f) Offer support and advice to both complainants and perpetrators
  - g) Be proportionate in any action we take against perpetrators of ASB
  - h) Place emphasis on initial assessment, risk assessment, early intervention, support and regular contact with the complainant
  - i) Bring cases to an early conclusion where possible
  - j) Acknowledge that not all issues will constitute ASB
  - k) Work in partnership with other agencies where appropriate
  - l) Be an active participants of partnership groups
  - m) Send a clear message we will not tolerate any form of intimidation, harassment, discrimination or victimisation
  - n) recognise the importance of providing regular, up to date training for staff, which should be extended as far as possible, on what is a complex subject area

### **3. Legal Framework**

3.1 The Council's policy and summary is to comply with section 218A of the Housing Act 1996 which places a duty on social landlords to publish anti-social behaviour policies and procedures. Other relevant regulation and legislation includes, but is not limited to:

- a) The Housing Acts 1985 and 1988 and 1996 and 2004
- b) Children's Act 1989
- c) Equality Act 2010
- d) Human Rights Act 1998
- e) Crime and Disorder Act 1998
- f) Civil Evidence Act 1995
- g) Homelessness Act 2002
- h) Homelessness Reduction Act 2017
- i) The Anti-social Behaviour Act 2003
- j) Anti-social Behaviour, Crime and Policing Act 2014
- k) Protection from Harassment Act 1997
- l) Environmental Protection Act 1990
- m) General Data Protection Regulations 2016 and Data Protection Act 2018Anti-social Behaviour Act 2003
- n) Neighbourhood and Community Standard 2015

3.2 Related Internal Policies:

- a) Tenancy & Lettings Policy
- b) Housing Allocations Policy
- c) Safer Arun Partnership Policy
- d) Tenancy Agreement
- e) Introductory Tenancy Policy
- f) Pets Policy
- g) Equality and Diversity policy
- h) Income Recovery policy
- i) Data Protection policy
- j) Safeguarding Policy

### **4. What is ASB**

4.1 The Antisocial Behaviour, Crime and Policing Act 2014 defines ASB as:

- a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person
- b) conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or

- c) conduct capable of causing housing-related nuisance or annoyance to any person

'Housing related nuisance' means behaviour that directly or indirectly relates to or affects our housing management function to carry out day-to-day activities and the strategic management of our stock.

- 4.2 **Harassment** - Harassment is a specific form of ASB that is targeted at a person or group of people for any reason based on the definition of harassment in the Equality Act 2010. This includes any unwanted conduct relating to a relevant protected characteristic and the purpose or effect is violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. Harassment also includes engaging in unwanted conduct of a sexual nature or that is related to gender reassignment or sex.
- 4.3 **Hate Crime** - Hate incidents and hate crimes are acts of violence or hostility directed at people because of who they are or who someone thinks they are. They can cause high levels of harm to individuals, households and communities. A hate incident is when the victim or anyone else thinks it was motivated by hostility or prejudice based on their race, ethnic or national origin, religion, age, sexual orientation, gender, gender orientation or identity, disability, appearance, marital or employment status or any other reason. When hate incidents become criminal offences they're known as hate crimes.
- 4.4 **Domestic Abuse** - Domestic abuse is a serious crime that often takes place in the home. It impacts on the safety of individuals, households and communities. We believe that domestic abuse presents one of the highest risks to personal safety and we will deal with all reports of domestic abuse as high level cases.
  - 4.4.1 The government definition of domestic abuse, is: "Any incident or pattern of incidents of controlling, coercive, threatening behaviour or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality."
  - 4.4.2 Domestic abuse can also occur through the actions of immediate and extended family members through unlawful acts, such as forced marriage, 'honour-based abuse', and female genital mutilation (FGM).
  - 4.4.3 Our aim is to improve the safety of tenants affected by domestic abuse by encouraging early reporting by anyone who has experienced or witnessed domestic abuse to report this and by working with other agencies to provide support to meet the needs of abuse survivors.
  - 4.4.4 When we deal with reports of domestic abuse, we will also refer to our Safeguarding Policy.

- 4.4.5 We will offer a victim centred approach when reports are received by dealing with reports with sensitivity and in a non-judgmental manner, enabling residents to find support and to take the action against the perpetrator that they feel is most appropriate.
- 4.4.6 We work with other agencies to ensure the safety of domestic abuse survivors, meet their needs and take action against perpetrators.
- 4.4.7 We will work with survivors to enable them to reach a decision that they feel best ensures their safety. Any action we take will be with the survivor's consent. The only exception is if there is a risk of serious harm to them or others.
- 4.4.8 We will not require survivors to take legal action or contact the Police before we offer assistance.
- 4.4.9 For the safety of survivors, we will not interview alleged perpetrators in relation to reports as we would for other types of anti-social behaviour.
- 4.4.10 We will provide information about agencies that can assist survivors to access support and if necessary, emergency refuge accommodation.
- 4.4.11 Domestic abuse is a breach of Arun District Council's Tenancy Agreement and we will take formal tenancy action where appropriate.
- 4.4.12 To prevent domestic abuse we will raise awareness and encourage reporting through training, campaigns and promotion through our communication channels.

## **5 Definition of ASB**

- 5.1 As set out above, the definition of ASB is wide ranging and could include a number of housing related issues. The Council recognises ASB to include, but is not limited to, the following:
  - a) Hate Behaviour / Hate Crime
  - b) Domestic Abuse
  - c) Drug Dealing
  - d) Criminal Behaviour
  - e) Harassment or intimidation
  - f) Violence against people and property
  - g) Noise nuisance
  - h) Fly Tipping and misuse of Communal areas
- 5.2 We will seek to make a fair evaluation on whether complaints made are reasonable and will therefore not usually consider the following as ASB:
  - a) Personal dislike/disputes i.e. people not being pleasant to each other but are not sufficiently serious to justify our involvement.
  - b) Normal behaviour related to working patterns (shift work)

- c) Cooking smells
- d) Parking disputes
- e) Children playing
- f) Domestic Noise - Domestic Noise is the everyday living noise within a household which amount to no more than going about their normal activities such as toilets flushing; running water; babies crying; noise from household appliances
- g) Complaints which do not amount to breaches of tenancy or licence agreements

5.3 We expect our tenants and licensees to have a reasonable level of tolerance between neighbours. It is important to recognise that individuals have a right to enjoy their homes and are entitled to go about their daily lives without having concerns that complaints will be made against them. Whilst we will deal quickly and firmly with any ASB issues, we don't get involved in petty arguments.

We inform our tenants and licensees what we expect of them at the outset of the relationship with us; whether unintentional or deliberate, they must not commit, or allow their family or visitors to commit, acts of anti-social behaviour towards other residents, people in the local area or our staff or contractors. We stress that if anti-social behaviour arises, it may lead to action being taken against them.

## **6 Reporting**

- 6.1 Complaints will be accepted from tenants, leaseholders, residents, family members, Councillors, advocates, anybody lawfully within the locality of the relevant property and the police or those that may be acting on their behalf.
- 6.2 Where complaints are received anonymously, the Council may not be able to carry out all the investigations actions in line with this Policy and an assessment will be made as to the actions that may be possible based on the evidence of the case that is available.
- 6.3 When ASB is reported we will consider the complainant's needs and the harm the ASB causes them (and others). We will consider the risks and work with other agencies where appropriate and possible to protect their safety, provide support, investigate the ASB and take action to stop further incidents. When complaints are assessed as anti-social behaviour we will:
  - a) Undertake a risk assessment on the potential harm of the ASB with victims and offer referrals to support agencies where appropriate
  - b) Advise the complainant who will deal with your ASB case and agree an action plan
  - c) Investigate reports of anti-social behaviour within agreed timescales
  - d) Keep the complainant informed of the actions we take



- e) We will not provide details of the complainant to the perpetrator without the complainant's permission
- f) We will contact the complainant before we close a case and give our reasons for this

## 7 Prioritising Complaints – Service Standards

- 7.1 No one should have to experience anti-social behaviour. All incidents of ASB reported will be treated seriously and dealt with professionally and while we will be flexible in the way we deal with reports of ASB, all cases will be dealt with firmly and proportionately.
- 7.2 We will work with other agencies to deliver an effective service where appropriate and possible.
- 7.3 Where appropriate we will make use of the legal and non-legal tools available to us to deal with antisocial behaviour.
- 7.4 When complaints are received, we will carry out an initial assessment to prioritise cases to ensure that the most serious cases are dealt with quickly. Where possible, complainants will be given a clear (single and named) point of contact. The assessment will categorise as follows:
1. **High – Initial Response within 1 working day.** Examples include violence against the person, domestic abuse, racial abuse, serious harassment and hate crime.
  2. **Medium – Initial Response within 5 Working days.** Examples include, suspected drug dealing, non-violent criminal behaviour, damage to property.
  3. **Standard – Initial Response within 10 working days.** Examples include noise complaints, nuisance from car repairs, nuisance pet issues and garden issues.
- 7.5 Where complaints not assessed as anti-social behaviour the complainant will be notified of the decision advise provided about other remedies which may be available to them.
- 7.6 Complaints of ASB can be made to the Council in a variety of ways, including: by phone, online, using the out of hours service.
- 7.7 Complainants will be asked at the outset what steps they expect the Council to take and what would be a satisfactory outcome for them. This is to give the opportunity to be honest with them about what realistically can or cannot be achieved at the outset.

- 7.8 Complainants will be updated during the course of the open complaint and while any investigation is undertaken at intervals of not less than 28 days.
- 7.9 Complaints of ASB cases will be closed if there is no engagement or co-operation by the complainant to the Council or where the issue is resolved or when no further action can otherwise be taken save that cases will be re-opened should any new instances of ASB be reported or if new relevant evidence is provided.

## **8 ASB Tools and Interventions**

- 8.1 **Introductory Tenancy** - Introductory Tenancies are used for all new tenants and provide a 12-month probationary period during which any potential problems in the management of the tenancy can be acted upon. This includes extending the Introductory Tenancy to allow further investigation or monitoring of support measures put in place, and/or using possession to bring an end to the tenancy if the tenant fails to keep to the terms of the tenancy agreement.
- 8.2 Where Extension of Tenancy or Possession action is necessary within the period of the Introductory Tenancy, this will be carried out in accordance with the Introductory Tenancy Procedure.

## **9 Action and Intervention – Residential Services**

- 9.1 **Home visits** – can be a useful tool for raising awareness of a particular problem and helps officers to assess local circumstances. Where appropriate joint visits with a local police officer are often effective in preventing the escalation of a problem.
- 9.2 **Mediation Service** – tenants and neighbours with disputes are encouraged to use mediation at an early stage, where appropriate, to help the people involved to reach an agreement that satisfies everyone.
- 9.3 **Tenant Support** – tenants can be referred directly where consent is given to specialist alcohol and drug support services.
- 9.4 **Safeguarding** children and vulnerable adults – by working with other agencies and teams including the Community Safety Team and West Sussex County Council.
- 9.5 **Acceptable Behaviour Contracts** – A formal agreement made in discussion with a tenant or licensee that sets out what is/is not acceptable behaviour.
- 9.6 **Good Neighbour Agreements** – where there is a need to address local concerns around ASB and disorder Residential Services may consider using Good Neighbour Agreements.
- 9.7 **Warning letters** – can be issued highlighting breaches of tenancy and request the individual causing ASB cease their behaviour otherwise legal action will be considered.

- 9.8 **Enforcement Action** –The Council has a range of other enforcement action that it may take to combat ASB. Other departments within the Council may also take action, for example, the Environmental Health Service may issue abatement notices or take other legal action in relation to noise nuisance.
- 9.9 **Tenancy demotion** – a secure tenant can be demoted through Court action. The demotion reduces the rights and security of the tenure for a period of up to 12 months.
- 9.10 **Civil Injunction** – This is a Court Order designed to prevent someone from engaging in anti-social behaviour giving specific details of what they can and cannot do. Injunctions may also include the Power of Arrest, and if breached may result in a fine and/or imprisonment. It is also possible for somebody to be excluded from a property, specific area and/or their home.
- 9.11 **Closure Order** – A Closure Order Prohibits access to the Property by anyone as directed by the court. If granted, these Orders are usually for three months but can be extended.
- 9.12 **Possession proceedings** – where there are serious breaches of tenancies Residential Services can apply to the Court for possession of a property. This could lead to the tenant or licensee and their household being evicted from their home. This type of action requires detailed evidence and complainants will be asked to keep detailed evidence sheets of incidents.
- 9.13 The Process followed to seek possession will depend on the tenancy type. The first step in seeking possession is to send the tenant a formal Notice.
- 9.14 **Mandatory Possession** – The Council has additional powers to gain possession of properties where the tenant, or a member of the household or visitor, had been convicted of a serious offence, has breached the terms of an Injunction, Criminal Behaviour Order, a Noise Abatement Order Notice or Order, or a Closure Order has been made.

## 10 **ASB Case Management**

- 10.1 We will use a range of early intervention measures to tackle and prevent ASB as outlined above.
- 10.2 We will ensure that where there is evidence of ASB, perpetrators are aware of the consequences of their actions (with the exception of Domestic Abuse cases where contacting the perpetrator would place the victim at risk).
- 10.3 Where we become aware that a person causing ASB is vulnerable or needs additional support we will take reasonable steps to identify any support needs and help them access support if appropriate. This is to give the perpetrator the opportunity to modify their behaviour and make positive changes. We appreciate

that some perpetrators may be vulnerable and will need help and support to enable them to sustain their tenancy and reduce the risk of losing their home. If appropriate, we will work with both internal and external support services and external specialist agencies.

- 10.4 When considering legal action in cases where a perpetrator is disabled or considered vulnerable, their needs will be assessed against the impact of their behaviour on others and in line with the Equality Act 2010.
- 10.5 We will follow our Safeguarding Policy if there are concerns for the safety of someone who is vulnerable.
- 10.6 Where it is considered necessary and appropriate, formal legal actions may be taken in relation to tenancy breaches and this includes the full range of tools and powers available to the Council.
- 10.7 If there is an ongoing police investigation, we may wait to seek the outcome of this before taking further action. There may be the need to refer matters of a criminal nature to the police.
- 10.8 The actions we take will be proportionate to the seriousness, impact and the frequency of the behaviour, the level of risk that it poses to those affected and the evidence available to support the case.
- 10.9 We will not take action where there is insufficient evidence. We will support other agencies in taking action where they have the prime responsibility and powers to do so.

## **11 Tenants Responsibility**

- 11.1 We expect tenants and anyone else whose behaviour they are responsible for (including children) not to commit ASB, hate incidents or crimes and to abide by the terms of their tenancy agreement.
- 11.2 We expect tenants to fully consider and engage with offers of support and referrals to support agencies.

## **12 Protection of Staff**

- 12.1 Dealing with complaints of anti-social behaviour can result in confrontation, verbal abuse and threats of violence and the Council has a duty to provide staff with a safe working environment and will therefore take any steps deemed necessary and appropriate to minimise risk to staff.
- 12.2 The tenancy agreement is a legal agreement between the tenant and the landlord which defines the rights and responsibilities of both parties. The agreement prohibits the use of, or the threat of violence, harassment, or intimidation against

Council staff, or their agents, by any tenant, member of their household or visitor to their address, and the Council will take the appropriate actions against perpetrators.

### **13 Partnership working**

13.1 Residential Services is committed to working in partnership with other services and agencies to provide a multiagency approach to managing cases of anti-social behaviour to:

- Ensure effective partnerships with other Council Services (including Environmental Health, Community Safety and Legal Services) and with the Police, to deliver a joined-up response to complaints of ASB.
  
- Contribute to achieving the aims of the Safer Arun Partnership to:
  - Make communities safer
  - Reduce ASB
  - Provide high quality services for victims of ASB
  - Work with local communities to determine their priorities and find solutions
  - Ensure that we all work together effectively
  
- To Participate in multi-agency meetings to investigate and prevent ASB.
  
- Contribute to the development and implementation of protocols for joint working and information sharing between agencies with the aim of improving communication and case management.

13.2 The Council also recognises the community trigger. The onus is on the victim of ASB to activate the community trigger. The Anti-Social Behaviour, Crime & Policing Act 2014 provides for the community trigger and is a mechanism for victims of persistent anti-social behaviour to request that relevant bodies undertake a case review. A case review would entail the relevant bodies sharing information in relation to the case, discussing what action has previously been taken, and collectively deciding whether any further action could be taken.

### **14 Complaints**

14.1 Any complaints about how a case of ASB has been handled will to be dealt with through the Council's complaints procedure. An outcome of the complaint's procedure may be that changes to existing practices are recommended. In this way the effectiveness of the ASB procedure will continue to be under scrutiny.

## **15 Data Protection and Confidentiality**

- 15.1 The council will ensure it complies with the requirements of the General Data Protection Regulations 2016 and Data Protection Act 2018 and its own data Protection Policies when managing information, including the collection, storage, access to, provision and disclosure of data.
- 15.2 There may be sensitive personal information on file relating to victims and perpetrators of ASB which is not to be shared with another party. This should not detract from the fact that regular communication should be maintained with a victim, even in instances where, for confidentiality reasons, the information to be shared is limited. There may be a requirement to share information with a third party under the Crime and Disorder Act 1998 and specific legal advice will be taken in that regard.

## **16 Equalities Impact Assessment**

- 16.1 This policy will be implemented in accordance with our Equality and Diversity Statement, ensuring that we will not discriminate against anyone on grounds of their protected characteristics. We are committed to equality and diversity. This policy has considered the Equality Act 2010 and we have completed an Equalities Impact Assessment. We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats, we will provide them.

## ARUN DISTRICT COUNCIL

### REPORT TO HOUSING AND CUSTOMER SERVICES WORKING GROUP ON 16 MARCH 2020

#### PART A: REPORT

<b>SUBJECT:</b>	<b>Decant Policy</b>
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<b>REPORT AUTHOR:</b>	Johanne Batty, Neighbourhood Services Manager Satnam Kaur, Group Head of Residential Services
<b>DATE:</b>	6 March 2021
<b>EXTN:</b>	37721
<b>PORTFOLIO AREA:</b>	Residential Services

#### EXECUTIVE SUMMARY:

This report seeks approval for the adoption of a Decant Policy which sets out the Council's approach to decanting tenants, licensees, leaseholders and shared owners from their home whether on a permanent or temporary basis. This is usually (but not always) when we intend to carry out major repairs, improvements, redevelopment work, or demolition.

#### RECOMMENDATIONS:

Housing and Customer Services Working Group is asked to recommend to Cabinet:

- a) The adoption of the Decant Policy 2021.
- b) Delegated authority to the Group Head of Residential Services to make changes to the policy.

#### 1. BACKGROUND

- 1.1 Decanting is in reference to the process where tenants, licensees, leaseholders and shared owners are moved from their home on a temporary or permanent basis usually for the reasons set out above.
- 1.2 The Decant Policy will help manage the decant process to ensure it is carried out in an efficient manner while causing the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis. The Council will work with residents throughout a decant process to ensure the disruption to their

lives is kept to a minimum and where applicable disturbance and home loss payments are made to them.		
1.3	We will endeavour to offer tenants suitable alternative accommodation, or they will be provided with temporary accommodation until such time as suitable alternative accommodation is found or they can return to their original property.	
1.4	The aim of this policy is to clearly set out what happens when it is identified that a decant is necessary and to ensure consistent decisions are made by officers supporting residents during the decant period.	
<b>2.</b>	<b>PROPOSAL(S):</b>	
2.1	To adopt the Decant Policy 2021.	
<b>3.</b>	<b>OPTIONS:</b>	
3.1	To adopt the Decant Policy 2021.	
3.2	Not to adopt the policy. This is not considered a feasible option as currently the Council does not have a formal Decant Policy. The adoption of the policy which provides clear guidance to staff and residents will drive consistency in service delivery.	
<b>4.</b>	<b>CONSULTATION:</b>	
	<b>YES</b>	<b>NO</b>
Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify) Members of the Housing and Customer Services Working Group	✓	
<b>5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)</b>	<b>YES</b>	<b>NO</b>
Financial	✓	
Legal		✓
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		



<b>6. IMPLICATIONS:</b>
6.1 The revenue costs for disturbance payments and reasonable expenses incurred have been identified within existing budget provision.
<b>7. REASON FOR THE DECISION:</b>
7.1 The aim of this policy is to clearly set out what happens when it is identified that a decant is necessary and to ensure consistent decisions are made by officers supporting residents during the decant period.
<b>8. BACKGROUND PAPERS:</b>
N/A

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# DECANT POLICY

<b>Policy Date</b>	8 March 2021
<b>Approved by Full Council on</b>	
<b>Review Date</b>	April 2024

## CONTENTS

<b>Section</b>	<b>Title</b>	<b>Page</b>
<b>1</b>	<b>Introduction</b>	<b>3</b>
<b>2</b>	<b>This Policy Applies to</b>	<b>3</b>
<b>3</b>	<b>Aim and Objectives</b>	<b>3</b>
<b>4</b>	<b>Legal Framework</b>	<b>4</b>
<b>5</b>	<b>Type of Decant</b>	<b>4</b>
<b>6</b>	<b>Data Protection, Confidentiality and Information Sharing</b>	<b>7</b>
<b>7</b>	<b>Equalities Impact Assessment</b>	<b>7</b>

## **1 Introduction**

- 1.1 This policy sets out our approach to decanting tenants, licensees, leaseholders and shared owners from their home whether on a permanent or temporary basis. This is usually (but not always) when we intend to carry out major repairs, improvements, redevelopment work, or demolition.
- 1.2 Decanting is in reference to the process where tenants, licensees, leaseholders and shared owners are moved from their home on a temporary or permanent basis usually for the reasons set out above.
- 1.3 This policy will help manage the decant process to ensure it is carried out in an efficient manner while causing the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis. The Council will work with residents throughout a decant process to ensure the disruption to their lives is kept to a minimum and where applicable disturbance and home loss payments are made to them.
- 1.3 We will endeavour to offer tenants suitable alternative accommodation, or they will be provided with temporary accommodation until such time as suitable alternative accommodation is found or they can return to their original property.

## **2 This Policy Applies to:**

- a) General needs accommodation;
- b) Older persons' accommodation;
- c) Leaseholder Accommodation.

When we refer to “general needs accommodation” in this policy we mean accommodation occupied by tenants paying a social or affordable rent. General needs tenants may hold secure tenancies, starter tenancies, fixed term tenancies and/or contractual tenancies.

When we refer to “older persons’ accommodation” in this policy we mean sheltered housing which specifically caters for older people.

When we refer to “leaseholder accommodation” in this policy we mean leaseholders and shared owners (residents who have purchased a percentage share of the lease of their property).

## **3 Aim and Objectives**

- 3.1 The aim of this policy is to clearly set out what happens when it is identified that a decant is necessary and to ensure consistent decisions are made by officers supporting residents during the decant period.

## **4 Legal Framework**

4.1 We will ensure that the Decant policy meets legislative and good practice requirements contained within the following Acts and Regulations:

- a) Housing Act 1985
- b) Housing Act 1988
- c) Home Loss Payments (Prescribed Amounts) (England) Regulations
- d) Equality Act 2010
- e) Tenancy and Lettings policy
- f) Land Compensation Act 1973
- g) Planning & Compensation Act 1991

## **5 Type of Decant**

### **5.1 Permanent Decants**

- 5.1.1 A permanent decant is where a tenant or licensee is rehoused into suitable alternative accommodation on a permanent basis, usually (but not always) because a property or block of flats is being demolished or disposed of, and there is no possibility of the tenant returning to their home.
- 5.1.2 We may also consider offering a permanent decant where repairs or improvement work will take a long time to complete or where there are other exceptional circumstances.
- 5.1.3 We will always try to identify suitable alternative properties from within our own housing stock. If no suitable alternative properties are identified, then we will nominate the tenant or licensee to other housing providers where possible.
- 5.1.4 When assessing suitability, we will consider the needs and size of the permanent household, and where possible will try to accommodate the wishes of the tenant or licensee.
- 5.1.5 Tenants offered a permanent decant into another of our properties will be requested to surrender the tenancy to their original home and will be granted a new secure tenancy for their new home.
- 5.1.6 Where a tenant refuses our offer of suitable alternative accommodation and/or to voluntarily surrender their tenancy when such has been offered, we will seek to terminate the tenancy on any of the applicable grounds for possession as set out in Schedule 2 of the Housing Act 1985 (or any other applicable legislation) and/or in accordance with the Council's policies and procedures. Where a licensee refuses our offer of suitable alternative accommodation and/or to voluntarily surrender their licence when such has been offered, we will seek to terminate the licence and/or in accordance with the Council's policies and procedures.

5.1.7 Tenants who are eligible will receive a statutory home loss payment and/or statutory disturbance payment. The amount of the statutory home loss payment is set by the Home Loss Payments (Prescribed Amounts) (England) Regulations that are in force at the time. We will deduct from any payment any housing related liabilities owing to the Council and will notify in advance of doing so.

5.1.8 Where applicable, Right to Buy is attached to the person rather than the property. If a secure tenant is being permanently decanted, they will be offered a new secure tenancy agreement and they will continue to have the right to buy. The calculations for any right to buy application will begin from the start date of their original secure tenancy and will continue into their new tenancy.

## **5.2 Temporary Decants**

5.2.1 A temporary decant is where we rehouse for a temporary period, including emergency periods. This is usually (but not always) while repairs, refurbishment or other major work to their property is carried out. After the work is completed the tenant or licensee is expected to move back to their main home.

5.2.2 An example of works includes (but is not exhaustive):

- a) Extensive works to multiple rooms
- b) Severe flood damage
- c) Repairs to a structurally unsafe property or unable to live in the property safely whilst works are being carried out

5.2.3 When deciding the best solution, we will consider the length of time the works are scheduled for. If the work will only take a few days to complete, then it may be less disruptive to consider the following:

- a) Arranging for the tenant to stay with family or friends.
- b) Providing temporary accommodation such as bed and breakfast, hotels or guest houses.

5.2.4 We will always look to identify suitable properties from within our own housing stock. If no suitable properties are identified, then we may need to accommodate you in other temporary accommodation until a suitable property becomes available.

5.2.5 When assessing suitability, we will consider the needs and size of the permanent household, and where possible will try to accommodate the wishes of the tenant or licensee.

5.2.6 Tenants offered a temporary decant into another of our properties will keep their original tenancy for their main home and will be accommodated by way of Licence until they return to their main home. The tenant will be responsible for making sure the rent and any other payments due for their main home is paid for the duration of

the temporary decant. If the tenant falls into arrears, we will take legal action in accordance with our rent arrears recovery process.

- 5.2.7 Where the tenant or licensee refuses our offer of temporary accommodation, we will consider taking legal action, including an injunction where necessary and/or seek to terminate the tenancy on any of the applicable grounds for possession as set out in Schedule 2 of the Housing Act 1985 (or any other applicable legislation) and/or in accordance with our policies and procedures.
- 5.2.8 We will usually consider paying the following where receipts and/or supporting evidence are provided within two weeks of the expenditure taking place:
- a) Removal costs
  - b) Redirection of post
  - c) Temporary storage of furniture or possessions
  - d) Disconnection and reconnection of appliances and utilities
  - e) Replacing of carpets, curtains and curtain poles
  - f) Redecoration grant
  - g) Installation of disability adaptation
- 5.2.9 We will make sure payments are made in a timely manner to avoid any financial hardship. Any housing related liabilities or other money owing to the Council will not be deducted.
- 5.2.10 On completion of the works, and/or when the tenant or licensee can return to their main home, we will set a moving date with the tenant or licensee. Where a temporary decant is an emergency, after an unexpected event such as a fire or flood which renders the property uninhabitable, we will help find alternative accommodation which may include but is not limited to:
- a) Staying with friends or family;
  - b) Hotel accommodation (board only).
- 5.2.11 Where a Tenant has been offered an emergency decant into another of our properties, they will keep their original tenancy for their main home and will be accommodated by way of Licence. The tenant will be responsible for making sure the rent and any other payments due for their main home is paid for the duration of the temporary decant.
- 5.2.12 When a temporary decant is offered (although it should be noted that there is no legal requirement to offer such) because of tenant damage or misuse of their home or any other breach of their tenancy agreement, we will recharge the tenant all costs incurred to carry-out the decant.



### **5.3 Decanting Leaseholders and Shared Owners**

- 5.3.1 The Council has no obligation or responsibility to decant Leaseholders and Shared Owners (or anybody occupying properties subject to an agreement with a Leaseholder or Shared Owner). Where possible, the Council will consult Leaseholders about any major works prior to any discussions around possible decanting. However, once the necessity of decant has been decided the Council will where possible start consultation on the proposed decant.
- 5.3.2 Where the Council's ability to discharge its repair and maintenance responsibilities (likely to include major works to the structure of the building) or indeed any other obligation or responsibility is hindered by a leaseholder refusing to agree to a decant, the Council will seek specific legal advice.

## **6 Data Protection, Confidentiality and Information Sharing**

- 6.1 The Council will ensure it complies with the requirements of the General Data Protection Regulations 2016 and Data Protection Act 2018 and its own Data Protection Policies when managing information it holds.

## **7 Equalities Impact Assessment**

- 7.1 This policy will be implemented in accordance with our Equality and Diversity Statement, ensuring that we will not discriminate against anyone on grounds of their protected characteristics. We are committed to equality and diversity. This policy has considered the Equality Act 2010 and we have completed an Equalities Impact Assessment. We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats, we will provide them.

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## ARUN DISTRICT COUNCIL

### REPORT TO HOUSING AND CUSTOMER SERVICES WORKING GROUP ON 16 MARCH 2021

#### PART A : REPORT

<b>SUBJECT:</b>	<b>ANNUAL REPORT FOR TENANTS 2019/20</b>
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<b>REPORT AUTHOR:</b>	Satnam Kaur, Group Head of Residential Services
<b>DATE:</b>	January 2021
<b>EXTN:</b>	37714
<b>PORTFOLIO AREA:</b>	Residential Services

#### **EXECUTIVE SUMMARY:**

This report sets out the Council's Annual Report to Tenants 2019/20 as required by the regulator standards set out by the Regulator for Social Housing (RSH).

#### **RECOMMENDATIONS:**

Members are asked to note the contents of the Annual Report to Tenants 2019/20.

#### **1.0 BACKGROUND:**

1.1 Our Annual Report to tenants looks at our performance in the five key areas that have been set out by the RSH, called Consumer Standards.

1.2 These five Consumer Standards are:

- a) Tenant Involvement and Empowerment
- b) Tenancy Standard
- c) Home Standard
- d) Neighbourhood and community
- e) Value for Money

1.3 The Annual Report 2019/20 is attached as Appendix 1.

#### **2.0 PROPOSAL(S):**

2.1 To note the Council's Annual Report to Tenants 2019/20.

#### **3.0 OPTIONS:**

3.1 There are no other options to consider as it is a regulatory requirement to publish an annual report.

<b>4.0 CONSULTATION:</b>		
Has consultation been undertaken with:	<b>YES</b>	<b>NO</b>
Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify) Members of the Housing and Customer Services Working Group		
<b>5.0 ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)</b>		
Financial		✓
Legal		✓
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		
<b>6.0 IMPLICATIONS:</b>		
N/A		

<b>7.0 REASON FOR THE DECISION:</b>
7.1 To ensure that ADC is meeting its regulatory responsibilities as set out by the RSH Consumer Standard.

<b>8.0 BACKGROUND PAPERS:</b>
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# Annual Report to Tenants and Leaseholders 2019 - 2020



## Contents

	<i>Page</i>
A message from our Group Head of Residential Services .....	3
Our homes .....	4
Your neighbourhood .....	5
Your home .....	6
Keeping safe .....	7
Income recovery and financial inclusion .....	8
Your customer experience .....	9
How you can contact us .....	10



## A message from our Group Head of Residential Services, Satnam Kaur



Welcome to our annual report which details our performance for the financial year 2019-20. The end of the financial year coincided with the start of the Covid-19 pandemic where our officers adjusted to working from home whilst supporting our most vulnerable residents through the pandemic. We have continued to carry out estate inspections ensuring your neighbourhoods our safe and clean, whilst providing financial support and money advice to those residents who have been furloughed or made redundant. I would like to thank you for your patience and understanding during this period.

This year also marked the end of our nine-year partnership with Mears. In April, in the midst of a pandemic we succeeded in mobilising a new contract with Osborne Property Services Ltd, for day to day repairs and work to homes that have been vacated. We continue to develop our partnership with Osborne Property Services Ltd, ensuring you are provided with a high standard repairs service.

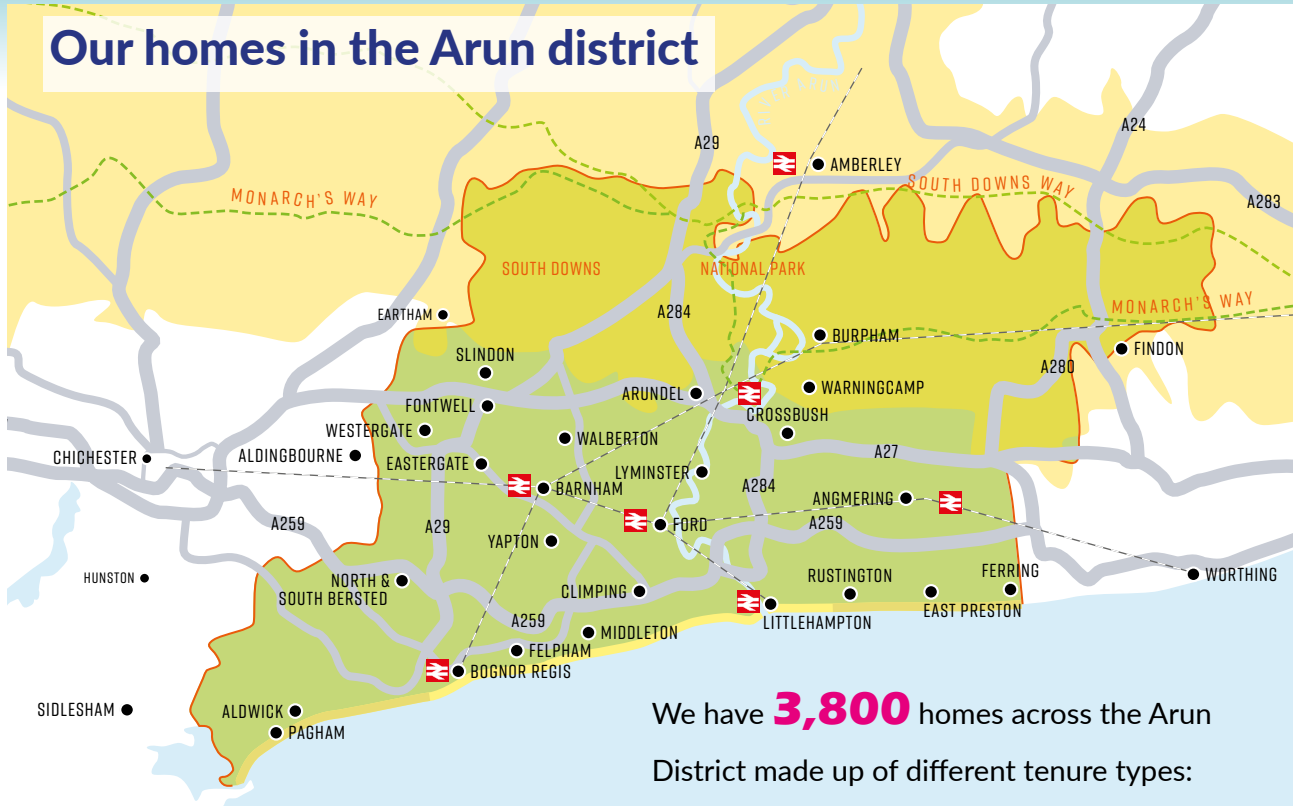
We continue to increase our housing stock to help tackle the housing shortage and meet housing need in the district, this report details the number of new homes we have developed so far and our plans for future development. Our report sets out some of the work that has taken place to your homes, ranging from boiler replacements to the fitting of new bathrooms and kitchens. Fire safety remains a top priority and we continue to work closely with our contractors to make sure your buildings are as safe as possible.

We have also gone through a period of transformation in Residential Services so we could get teams to work more closely together, work smarter, enable cultural change and improve resident engagement. We have created several new roles within our directorate to ensure we are providing a great service that meets your needs.

Finally, as we continue through a national lockdown, I would like to add that I hope you, your family and friends are all keeping well during these difficult times.

Satnam

## Our homes in the Arun district



**2,628**  
General needs



**666**  
Sheltered



**451**  
Leasehold



**55**  
Temporary  
accommodation

In 2019-2020 we let **191** homes to families, couples and single households.

We are continuing to expand our housing stock and since 2018 we have developed **32** properties, with another **84** properties in the pipeline to be delivered over the next four years.



# Your neighbourhood

Our communities are what make our district a great place to live and we want to provide safe and thriving neighbourhoods for our residents, that create community inclusion along with a sense of place.

## Some of work we have done:

- We carried out **2,087** block and estate inspections ensuring your communal areas are clean, clear and in a good state of repair.
- Our housing officers carried out **37** of mutual exchanges helping those households meet their housing need.
- Our caretakers carried out **1,033** fly-tipping collections
- We resolved **72** anti-social behaviour cases this year, with the most common complaint being about noise nuisance.
- We investigated **24** cases of fraud resulting in savings of **£1,145.160**.



## Your Home

We've worked with our contractors through our repairs service and planned works programme to ensure we are maintaining your home to a good standard; we want you to be happy in your home and community and we will continue to invest in our properties through regular planned works and completing responsive repairs.

### We replaced:

**300** boilers of which **95** were through our Warm Homes grant funded programme which installs new central heating systems in our properties without gas heating.

**66** kitchens

**53** bathrooms

### We issued:

**90** Aids and adaptations to help people to remain living independently in their own homes.

### We attended to:

**8,381** routine repairs

### Of those:

**369** were emergency repairs attended to within four hours

**1,413** were emergency repairs attended to by the end of the next day.



In April 2020 we appointed a new contractor Osborne Property Services Ltd. Osborne are a family owned business who place residents at the heart of everything they do, and we are really looking forward to working with them and you to provide a high-quality responsive repairs service.



## Keeping you safe

Your health and safety is our main priority and we continue to work closely with our contractors to undertake the necessary work, checks and risk assessments associated with gas, electrical, lifts, asbestos, water hygiene and fire safety. Your continued cooperation in allowing us access to your home is vitally important so we can continue to carry out these checks and keep you safe.

Fire safety remains an area of top priority, and we continue to work to ensure your homes and shared spaces are safe.

We carry our regular Fire Risk Assessments (FRAs) and our Neighbourhood Housing Officers carry out regular estate inspections to check for any fire safety risks in your communal areas and estates.

We use a specialist system to monitor our compliance on key areas such as fire, asbestos, electrical, asbestos and legionella.

### We completed:

**340** Fire Risk Assessments (FRA's)

**170** Asbestos surveys

**698** electrical safety inspections

**13** lift inspections

We were fully compliant with our emergency lighting tests, fire alarm tests and evacuations tests for our blocks.

Each year we must carry out gas safety checks on all our homes. In 2019-2020 we had

**100%** compliance.

## Putting things right

Although we try, we don't always get things right, so we ensure that we make it simple for you to complain and work with you to resolve your complaint quickly and fairly.

We are usually able to resolve issues at an early stage by raising them with the relevant service department. Where formal complaints are made, we follow a two-stage process and carry out a detailed investigation.

### We received:

**57** in-service complaints

**9** Stage 1 complaints

**8** Stage 2 complaints

Of these complaints five progressed to the Housing Ombudsman for a final determination.

It is important that we learn from what we do well and where we need to do better, we make sure that we capture the root cause of our complaints and the lessons learned so we can make improvements to our services.

## Income recovery and financial inclusion

We continue to work with residents who are having trouble paying their rent and we have specially trained officers who are here to help and give advice. We work throughout the year to reduce the amount of rent owed across our stock.

We will continue to use a range of preventative measures to help sustain tenancies and keep eviction rates low.

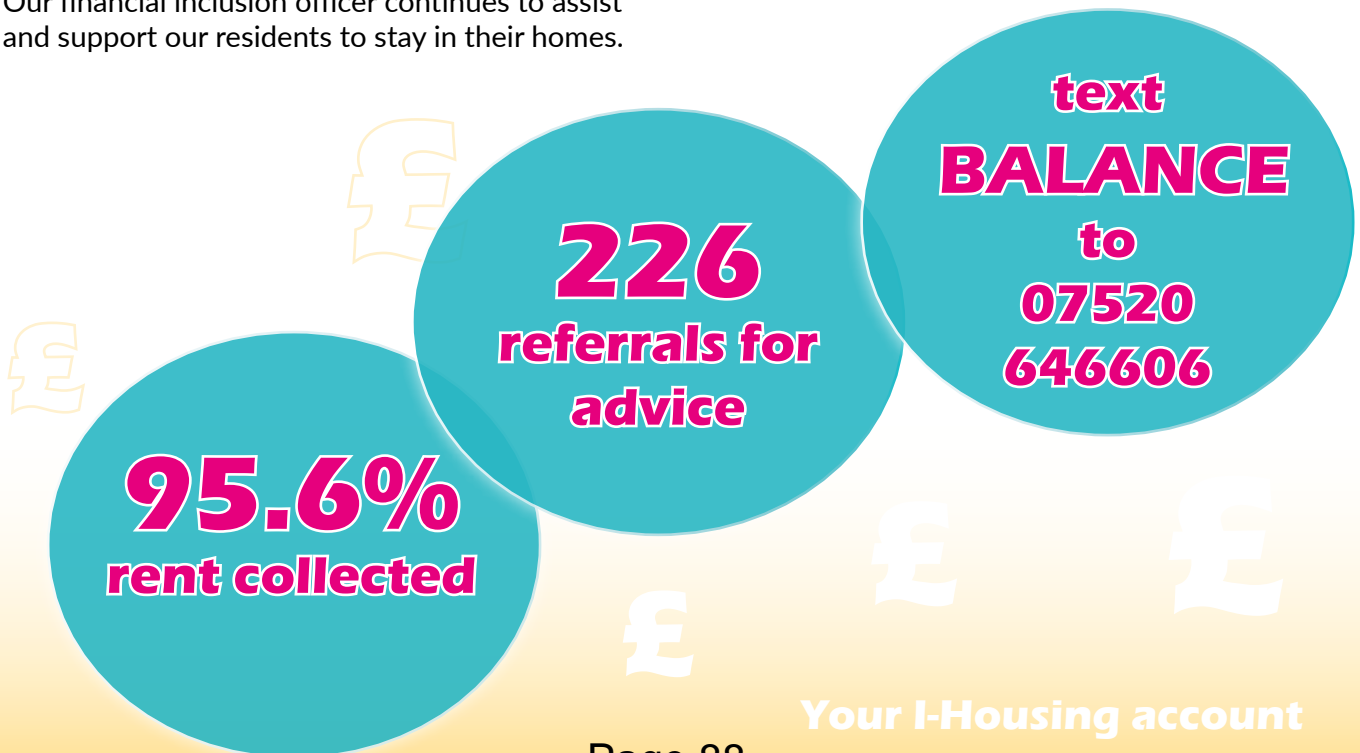
Our rent collected as a percentage of rent due was 95.76%, this exceeds our target of 94%.

Our financial inclusion officer continues to assist and support our residents to stay in their homes.

There were 226 referrals made throughout the year. Advice was provided on budgeting, debt, benefits and income maximisation.

We also worked with external organisations such as the Department for Work and Pensions (DWP) to make sure tenants were in the best position to claim Universal Credit (UC).

To check the balance of your rent account you can **text BALANCE to 07520 646606** or you can check your balance through your I-Housing account.



## Your customer experience

Our customer contact centre responded to 169,463 calls across all services and 83.8% were dealt with at first point of contact.

Our reception staff greeted 21,708 visitors to the Civic Centre and 15,912 visitors to the Bognor Town Hall.

Of those visits around 40% were for housing support.

As a result of the closure of receptions due to Covid-19 a complete review of future access to services is taking place. All services that have used reception up to the current crisis are reviewing how they provide these services.

Access to the website continues to be the method by which most customers access the Council's services.

Housing received 90,697 website hits this year.

We are working on a new digital strategy to continue to make access for you easier and enable you to be able to serve yourself at a time that suits you.

At the time of writing our reception services remain closed apart from those people presenting as homeless, we would encourage you to access our website in the first instance where you may find the answer to your enquiry.

**In 2019-2020...**

**169,463 calls to contact centre**

**21,708 Civic Centre visits**

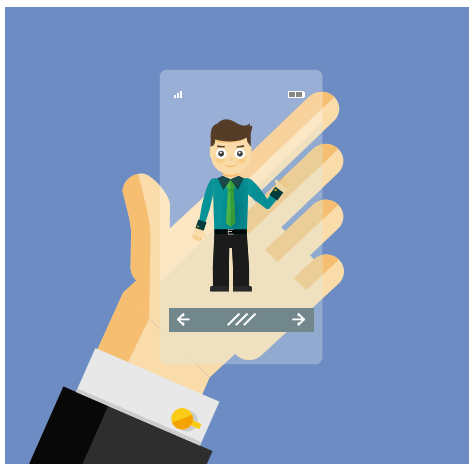
**15,912 Bognor Town Hall visits**

**39% for housing support**

**90,697  
website hits**



## How you can contact us



### I-Housing

By using I-Housing you can access services online and report and track repairs, make payments and view information about your tenancy and rent account. If you would like to register for I-Housing to access these services, please complete our please complete our eform which is located on our website with your details and we will e-mail you a password.



You can call us using these numbers:

01903 737751 - for rent

01903 737287 - for repairs

01903 737500 - for all other enquires



You can e-mail your neighbourhood housing officer at [neighbourhoodservices@arun.gov.uk](mailto:neighbourhoodservices@arun.gov.uk)

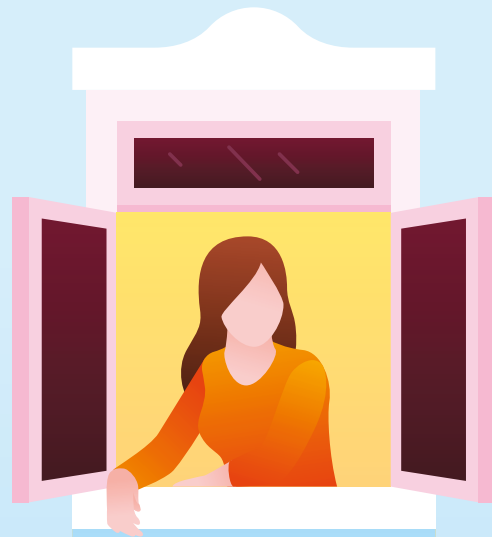


[www.arun.gov.uk](http://www.arun.gov.uk)

### Any questions

If you have any questions about this report or would like to provide feedback, please contact [residentengagement@arun.gov.uk](mailto:residentengagement@arun.gov.uk)







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Page 92