



# Public Document Pack

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Committee Manager Carley Lavender

18 April 2024

## CORPORATE SUPPORT COMMITTEE

A meeting of the Corporate Support Committee will be held in **New Millennium Chamber, Littlehampton Town Council, Manor House, Church Street, Littlehampton, BN17 5EW** on **Tuesday 30 April 2024 at 6.00 pm** and you are requested to attend.

Members: Councillors Oppler (Chair), Tandy (Vice-Chair), Bower, Brooks, English, Jones, Lawrence, Lloyd, O'Neill, Turner and Warr

### ***PLEASE NOTE:***

This meeting will not be webcast at all.

Any members of the public wishing to address the Committee meeting during Public Question Time, will need to email [Committees@arun.gov.uk](mailto:Committees@arun.gov.uk) by 5.15 pm on **Tuesday, 23 April 2024** in line with current Committee Meeting Procedure Rules.

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

## **AGENDA**

1. **APOLOGIES**

2. **DECLARATIONS OF INTEREST**

***Members and Officers are invited to make any declaration 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 items or as soon as the interest becomes apparent.***

Members and Officers should make their declaration by stating:

- a) the item they have the interest in
- b) whether it is a pecuniary/personal interest and/or prejudicial interest
- c) the nature of the interest

3. MINUTES

(Pages 1 - 10)

The Committee will be asked to approve as a correct record the minutes of the Corporate Support Committee held on 31 January 2024.

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

5. PUBLIC QUESTION TIME

To receive questions from the public (for a period of up to 15 minutes)

6. CORPORATE COMPLAINTS PERFORMANCE 2023/24

(Pages 11 - 46)

To present an overview of activity on corporate complaints for the year 1 April 2023 to 31 March 2024 to provide transparency and understanding.

To advise on cases escalated to both Ombudsmen.

7. ELECTORAL REVIEW

(Pages 47 - 54)

The report is to allow members to consider recommendations in relation to an Electoral Review of the Arun District.

8. PENSIONS DISCRETION POLICY

(Pages 55 - 74)

This report presents the findings of a comprehensive review of the council's pensions discretions policy.

The attached Appendix A shows an updated pensions discretion policy for consideration, approval, and recommendation to Council for adoption.

**OUTSIDE BODIES - FEEDBACK FROM MEETINGS**

There are no updates expected for this meeting.

9. WORK PROGRAMME

(Pages 75 - 76)

Members are required to note the Work Programme attached.

**Note :** **If Members have any detailed questions, they are reminded that they need to inform the Chair and 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](#)

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# Agenda Item 3

Subject to approval at the next Corporate Support Committee meeting

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## CORPORATE SUPPORT COMMITTEE

31 January 2024 at 6.00 pm

Present: Councillors Oppler (Chair), Tandy (Vice-Chair), Bower, Brooks, Jones, Lloyd, O'Neill, Pendleton (Substituting for Councillor English), Turner and Warr.

Councillor Stanley was also in attendance at the meeting.

[Note – The following Councillors were absent from the meeting during consideration of the following items of business: Councillor Pendleton – Minute 583 to Minute 588 (Part); and Councillor Lloyd - Minutes 583 to Minute 590 (Part)].

### 583. APOLOGY FOR ABSENCE

An Apology for Absence had been received from Councillor English.

### 584. DECLARATIONS OF INTEREST

There were no Declarations of Interest made.

### 585. MINUTES

The minutes of the previous Corporate Support Committee meeting held on 12 October 2023 were approved by the Committee as a correct record and would be signed by the Chair upon the conclusion of the meeting.

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

The Chair confirmed that there were no urgent items for this meeting.

### 587. PUBLIC QUESTION TIME

The Chair confirmed that no public questions had been submitted for this meeting.

### 588. MICROSOFT LICENCE RENEWAL

The Head of Technology and Digital presented his report which he explained was seeking the Committee's authority to renew the Microsoft contract for a period three years.

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It was explained that the Microsoft licences included the Council's operating systems; end user software; telephony; data bases; cyber security; admin tools; and the cloud environment and so covered just about everything that the Council did. The Microsoft licences were purchased through a subscription model that provided the Council with the right to use them and from this it received support; updates; and security patches. The current licence was due to expire in in June 2024.

Having had the recommendation proposed by Councillor O'Neill and seconded by Councillor Jones, the Committee

RESOLVED

That the Council purchases a three-year Microsoft licence agreement through a Government Procurement Agreement (GPA) compliant framework.

589. CORPORATE SUPPORT PERFORMANCE REPORT QUARTER 2 & QUARTER 3

The Group Head of Organisational Excellence presented to the Committee two key performance indicator reports for 2022- 2026. The first covered the Quarter 2 period from 1 April to 30 September 2023 with the second covering the Quarter 3 period from 1 April to 31 December 2023.

The Committee was invited to either discuss the two reports separately or it could note the first report and focus its attention onto the most up to date performance figures and commentaries provided in the Quarter 3 report.

The Committee noted the Quarter 2 report and then turned its attention to the Quarter 3 report.

Various questions were asked which have been summarised below:

- CP1 – [% of Stage 2 responses responded to in time] – in terms of complaints in Housing Services, it was felt that a lack of inspections might be fuelling complaints and so a request was made for inspections to be put into place to assess work undertaken following the completion of housing repairs and maintenance work. This would help to reduce the number of complaints received.
- CP4 and CP5 [Sickness Absence] and [Staff Turnover] – as stress was a large contributor to long-term absence, could this also be fuelling staff turnover as well? It was confirmed that when dealing with stress it was sometimes very difficult to distinguish between work and home related stress as both could be factors. Absence was not currently analysed in that way and although stress could be a contributing factor to turnover, the point was well understood. Continuing with the debate, it was disappointing to see that leavers were reluctant to complete a survey

when they left the authority as this would provide information that could assist the Council in understanding why people were leaving. It was explained that the system had been changed from staff being asked to attend an in person exit interview to completing a digital survey to encourage and increase survey responses, however, this change may have had the opposite effect with leavers not wishing to vocalise their reasons for leaving. This was making identifying trends for why staff were choosing to leave the authority very difficult capture.

Another Committee member also contributed to this item stating that it would be useful to receive a breakdown of how sickness absence information was accumulated. This was because there were some reasons for absence that everyone understood but there were other reasons that were more difficult to control. It was felt that there needed to be more understanding as to why some people might be too stressed to come into work. A suggestion made was that the Policy & Finance Committee be asked to change the measure for indicator CP4 to record how much sickness absence was because of stress. This would be useful to track as part of organisational culture work.

The Committee then noted the Quarter 3 performance report.

#### 590. COMMITTEE REVENUE AND CAPITAL BUDGETS - 2024/25

The Group Head of Finance and Section 151 Officer presented his report which was asking the Committee to consider and recommend its revenue budget for inclusion in the Council's overall 2024/25 revenue budget. The recommendations would firstly be submitted to the Policy & Finance Committee on 8 February 2024 which would consider the overall revenue and capital budgets for 2024/25 so that recommendations could be made to a Special Meeting of the Council on 21 February 2024 regarding the budgets to be set and level of Council Tax for the district for 2024/25.

The Group Head of Finance and Section 151 Officer stated that forecasting remained problematic particularly due to ongoing inflationary pressures and the volatility around other external factors affecting the economy and therefore budgets had been compiled using the best information available. It was confirmed that the current levels of service provision would remain unchanged and that there was no growth in the revenue budget for 2024/25. The net changes in the revenue budget between 2023/24 and 2024/25 were outlined in Paragraph 4.4 of the report, the main highlights being salary inflation; IT costs; an increase in the external audit fee; and a reduction in election services costs.

The savings totalling £249k identified in the Financial Strategy had been listed in Paragraph 4.5 of the report with the largest saving being a reduction in the number of digital based projects. There would be no new planned capital programme for the committee for 2024/25.

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The Chair invited questions. A wide range of questions were asked. Firstly, these focused on the table of savings where an explanation was sought regarding some of the items listed. There was concern expressed over reducing the GIS contract and the deletion of the part-time web administrator post. Clarification was also sought with regard to the last saving of £6k in the table.

The Group Head of Finance and Section 151 Officer explained that the last entry in the table at Paragraph 4.5 should read "~~Reduce Legal Services subscriptions costs through West Sussex wide group purchasing. Recharge Payroll service costs to third parties~~". Members of the Committee had been notified by email of this change and had been provided with an updated report on 26 January 2024. In terms of reducing GIS [Geographic Information System] the Head of Technology and Digital explained that some of the functionality had now been written in-house meaning that the Council was not losing this functionality, it was just not having to pay for it. On the deletion of the web administrator post, the work that had needed to be undertaken to make the Council's web site accessibility compliant had now been undertaken, so that post was no longer needed.

An explanation was sought as to what the Croner [professional] subscription was and what its deletion would mean for the HR service. The Human Resources Manager explained that this was a digital information service that the section used to procure advice on areas such as employment law and tribunals. Losing this subscription service meant that the HR team would have to undertake its own research using the internet at zero cost. Members were reassured that HR Officers were highly skilled professionals making up a very qualified and experienced team and attended regular training. There were also other information sources that could be used. It was confirmed that this saving would not have been proposed by the Human Resources team if it had not been confident that it could not sufficiently function without it.

Other concerns raised over the savings proposed were around the impact of reducing the frequency of the annual residents' survey and what the reduction was; and similarly; the reduction in the publication of the Arun Times. The Group Head of Organisational Excellence reminded Members that the decision to reduce the frequency of producing the annual residents' survey annually to bi-annual had been approved and made by the Policy & Finance Committee in October 2023. The impact of this would be that this would mean that the Council would not receive resident feedback on the delivery of its services as frequently as it did now. Turning to the proposed changes for the Arun Times, Officers were still assessing the implications from moving from two hard copy publications in 2025 to one hard copy and one digital copy. A request was made that in rolling out this change that the hard copy of Arun Times be issued first so that it could provide adequate warning and very clearly publicise the change confirming that the next edition would be provided electronically.



Turning to Appendix A of the report, under Corporate Support Committee, Management and Support Services, a request was made for more detail regarding the decrease in the customer services budget. The substantial increase in print and post services budget was also queried. A question was asked around the salary adjustment of £101k and what this meant. The Group Head of Finance and Section 151 Officer responded explaining that with the customer services budget line, there were a couple of vacant posts that would not be filled from 1 April 2024 and so the budget had been reduced to reflect that. The postal services budget had been incorrectly set at a too low figure for 23/24 and so this reflected that necessary correction for the 2024/25 budget. With the salary adjustment, Members were reminded that when the initial Medium Term Financial Strategy [MTFS] had been presented to the Policy & Finance Committee in October 2023, that strategy had made an assumption of a pay increase at around 6 to 6.5% to reflect the economic landscape at that time which was different then to what it was now. He felt that the likely percentage pay increase for 2024-25 which was likely to be in the region of 4%. The £101k reflected that downward adjustment.

Returning its attention to the table setting out the proposed saving measures equating to £249k, concern was expressed over the possible consequences and risks to the Council and whether any risk would impede the delivery of the savings. It was hoped that there would be no additional cost associated to rectifying any consequences that may need addressing as a result of adopting the savings. This point was acknowledged.

Having received some further questions relating to Arun Times and questions regarding cyber security and its increasing risk and cost to the Council, Councillor Tandy then proposed the recommendations which were then seconded by Councillor O'Neill,

The Committee

RESOLVED – That

- (1) It agrees the 2024/25 Revenue Budget as illustrated in Appendix A of the report; and
- (2) It agrees the 2024/25 Capital Programme as illustrated in Appendix B of the report.

The Committee

RECOMMENDS TO THE POLICY & FINANCE COMMITTEE

That the Revenue Budget for the Corporate Support Committee be included in the overall General Fund Budget we the Policy & Finance Committee considers the overall budgets at its meeting.

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591. BUDGET MONITORING REPORT TO 31 DECEMBER 2023 [QUARTER 3]

The Group Head of Finance and Section 151 Officer presented the Committee's Budget Monitoring Report setting out its forecast outturn against the 2023/24 budget, approved by Full Council in March 2023 covering the period up to 31 December 2023.

The report anticipated an overspend of £221k and showed no movement overall against what had been reported at Quarter 2 to the Committee in October 2023.

The Committee noted this report.

592. PAY POLICY STATEMENT 2024-2025

The Group Head of Organisational Excellence presented her report and confirmed that it was a statutory requirement for Councils to prepare and publish their Pay Policy Statement by 1 April each year.

The Pay Policy Statement outlined current pay policies covering a range of issues concerning the pay of the Council's work force.

Following brief discussion and having had the recommendations proposed by Councillor Tandy and seconded by Councillor O'Neil,

The Committee

RESOLVED

That the contents of the Pay Policy Statement 2024/25 as set out in the report at Appendix 1 be noted.

The Committee also

RECOMMENDS TO FULL COUNCIL – That

(1) It approves the Pay Policy Statement 2024/2025 for publication on the Arun website by 1 April 2024; and

(2) Delegated authority be given to the Group Head for Organisational Excellence to make changes to the Pay Policy Statement should the need arise because of new legislation being introduced or changes to the pay structure resulting from national pay negotiations during the forthcoming year.

### 593. ELECTORAL REVIEW

Before inviting the Group Head of Law & Governance and Monitoring Officer to present his report, the Chair confirmed to the Committee that the purpose of the report, at this embryonic stage of the review, was to discuss and debate the two recommendations in the report addressing the draft timetable for the review and the need to seek approval for Officers to carry out an assessment of the costs of conducting an electoral review so that a report could be prepared to submit to the Policy & Finance Committee on 7 March 2024 and before the next meeting of this Committee on 30 April 2024, which was in accordance with the Paragraph 1 of the 9 November 2022 Full Council motion. The Chair made it clear that he did not wish to enter discussion or debate on the review itself nor would it be appropriate for the Committee to discuss not moving forward with the agreed actions, that would be a matter for Full Council to consider.

The Chair asked Members to note that it was highly likely that the Local Government Boundary Commission for England [LGBCE] would soon be identifying the Council for a periodic electoral review in any event and he reminded Members that the aim of this report was to commence a process that would put the Council into a position of beginning that conversation with the LGBCE at an early stage in the 2023-2027 cycle.

The Group Head of Law & Governance and Monitoring Officer then presented his report. He confirmed that the last electoral review had been undertaken in 2014 and in setting the context to this he reminded the Committee of the Motion that had been approved by Full Council in November 2022, which had been detailed at Paragraph 4.2 of the report and set out the steps that the Council wanted Officers to take in terms of starting the review process. The report focused on the pre-work that was necessary in undertaking the review which fell under the remit of the Corporate Support Committee.

The report, as well as setting out the process for Members, outlined and set out an indicative timetable for discussion and approval. The Motion approved by Full Council asked Officers to undertake an assessment of the costs of undertaking a review and it was explained that this would be the next step in the review process with a report being compiled for consideration by the Policy & Finance Committee at its meeting to be held on 7 March 2024.

Various sources of information had been provided to the Committee at Appendices 2 and 3 and thanks was extended to the Electoral Services Manager for her work in pulling this information together for Members. The Committee's attention was then drawn towards the draft timetable and Members were invited to make comment on it so that a final timetable could be brought to the Committee's next meeting on 30 April 2024. The key elements of the timetable were then explained to the Committee by the Group Head of Law & Governance and Monitoring Officer. A final point for Members to note was that Electoral Reviews were conducted by the LGBCE and that any changes to the district would be made by Parliamentary Order to take

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effect at the next District Council elections in May 2027. The Council had a duty to support the Commission's work and to provide input to that work.

The Chair invited questions from Members. Although they confirmed their general support to what was proposed and set out within the timetable various questions were asked. An explanation was sought as to why there was such a gap between May and December 2024, when work on the review could be progressed. It was explained that during this time the elections team would have managed the Crime and Police and Commissioner Election on 2 May 2024, and would then be preparing for a General Election, which although not confirmed, was anticipated for November 2024 and so the timetable to be set had to consider the capacity and work pressures of that team around the elections planned. During that time, the annual canvass of electors in the district would also be undertaken.

A similar question was asked around timetable gaps between January and April 2025. The Group Head of Law & Governance and Mentoring Officer explained that this timeline would accommodate meetings of a working party that would be established by this Committee. As the calendar of meetings for 2024/25 was not due to be approved until the 13 March 2024 Full Council Meeting, it had not been possible to confirm possible meeting dates for the Working Party. This information would be forthcoming following the approval of the calendar for the new Municipal Year. It was explained that the timetable could be adjusted by the Committee if needed once it had been approved.

In supporting Recommendation (ii) it was highlighted how important it would be for Members to receive and understand all the costs involved and in light of the information that the Committee had received earlier in considering its budget for 2024/25. Another point raised was that since Full Council had approved that an electoral review be undertaken in November 2022, a national census had been undertaken confirming a 10% increase in Arun's population resulting in a larger electorate. This could impact the cost of undertaking the review. Also, as the results of the review could confirm a reduction in Councillors, it could confirm a need to increase the number of Councillors to bridge the increasing population in the district. It was felt that this was of importance and needed to be considered and as the Council resolution from November 2022 precluded that option.

The Group Head of Law and Governance and Monitoring Officer responded and acknowledged that there was the possibility that LGBCE could determine that there was a need for more representation and the Committee needed to acknowledge that, however, the resolution of Full Council was aimed at bringing down the number of Councillors and the resultant benefits of that.

The Committee then confirmed its approval for a non-Committee Member to address the meeting. The statement made focused on the costings that would be submitted to Policy & Finance Committee in March 2024. A request was made for that report to include projections on the levels of savings that could be made if the outcome of the review determined that there should be 5, 10, 15 or 20 fewer Councillors as this would be useful information for that Committee.

In response, mixed views were received from the Committee. The Chair felt that this would be eminently sensible so that members and Full Council could look at the holistic picture. In response the Group Head of Law & Governance and Monitoring Officer confirmed that for the costings report being submitted to Policy & Finance, this would outline the cost of undertaking the review process but that it could also provide projections around 5, 10 and 15 less Councillors, although this did not form the actual cost of the process in undertaking the review, however, he could see that this would be of benefit to Members. The figures that would be provided would focus on what this might mean in terms of the level of Councillor allowances. Any other changes as a result of the review process, such as a change in committee structure, could not be foreseen and would be considered by the Constitution Working Party. It was also confirmed that although indicative figures on allowances could be provided, only the Independent Remuneration Panel could make recommendations to change Councillor allowances.

Following some further discussion and having had the recommendations proposed by Councillor Jones and seconded by Councillor Warr,

The Committee

RESOLVED – That

(1) Having considered the draft timetable for the electoral review and taking into account the comments provided, Officers bring a final timetable to the Committee at its meeting on 30 April 2024, for reporting to Full Council; and

(2) The Committee requests that Officers carry out an assessment of the costs of conducting an electoral review and submits a report to a meeting of the Policy & Finance Committee ahead of the Corporate Support Committee's next meeting on 30 April 2024, in accordance with Paragraph 1 of the 9 November 2022 Full Council resolution.

594. OUTSIDE BODIES - FEEDBACK FROM MEETINGS

The Chair confirmed that there were feedback reports to be reported to this meeting.

595. WORK PROGRAMME

The Committee received and noted its Work Programme for the remaining Municipal Year.

(The meeting concluded at 7.11 pm)

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## Arun District Council

<b>REPORT TO:</b>	<b>Corporate Support Committee – 30 April 2024</b>
<b>SUBJECT:</b>	<b>Corporate Complaints Performance 2023/24</b>
<b>LEAD OFFICER:</b>	<b>Lindsey Reeves, Information Governance Manager</b>
<b>LEAD MEMBER:</b>	Councillor Francis Oppler – Chair of Corporate Support Committee
<b>WARDS:</b>	<b>All</b>
<p><b>CORPORATE PRIORITY/POLICY CONTEXT/CORPORATE VISION:</b></p> <p>As this report covers the complaints process corporately, it feeds into all key themes of the Council Vision:</p> <ul style="list-style-type: none"> <li>• Improving the wellbeing of Arun</li> <li>• Delivering the right homes in the right places</li> <li>• Supporting our environment to support us</li> <li>• Fulfilling Arun’s economic potential</li> </ul> <p>The report provides members with determinations from both the Local Government and Social Care Ombudsman (LGSCO) and Housing Ombudsman (HO) along with complaints performance for the financial year 2023/24.</p>	
<p><b>DIRECTORATE POLICY CONTEXT:</b></p> <p>The LGSCO and HO Complaint Handling Codes both set out that local authorities/landlords should provide their governing bodies with information on their performance on complaint handling.</p> <p>The report provides members transparency around how we are managing our activity in relation to our Feedback &amp; Complaints policy.</p>	
<p><b>FINANCIAL SUMMARY:</b></p> <p>There are no direct financial implications – any compensation paid is made directly from service budgets.</p>	

### 1. PURPOSE OF REPORT

- 1.1. To present an overview of activity on corporate complaints for the year 1 April 2023 – 31 March 2024 to provide transparency and understanding.
- 1.2. To advise on cases escalated to both Ombudsmen.

## 2. RECOMMENDATIONS

2.1. That the Corporate Support Committee note the contents of the report.

## 3. EXECUTIVE SUMMARY

3.1. The Corporate Management Team have requested that this information is presented to the Corporate Support Committee on an annual basis to support transparency and understanding of matters impacting council service delivery.

3.2. This is supported by the Complaint Handling Codes published by the [LGSCO](#) and [HO](#) in February 2024.

## 4. DETAIL

4.1 The corporate complaints process is managed by the Information Management Team, under the direction of the Group Head of Law & Governance.

4.2 In line with the Complaint Handling Codes, the Committee will receive (in future meetings):

- a) regular updates on the volume, categories, and outcomes of complaints, alongside complaint handling performance
- b) regular reviews of issues and trends arising from complaint handling; and
- c) the annual complaints performance and service improvement report.

4.3 The council have two Key Performance Indicators relating to complaints handling, both with a target of 80%:

- a) CP1 - % of Stage 2 responses responded to within 20 working days (landlord/tenant) or 25 working days (all other)
- b) CP2 - % of Stage 1 responses responded to within 10 working days

4.4 Failure to adhere to the Codes, our council policy and effective complaint handling can result in both financial and reputational risk to the council (eg compensation payments, news stories).

4.5 Below is a table summarising our complaints performance for the year:

Period	No. of Stage 1 Responses sent	No. of Stage 1 Responses overdue	% Stage 1 Responses on time	No. of Stage 2 Responses sent	No. of Stage 2 responses overdue	% Stage 2 Responses on time
Q1	82	50	39%	19	9	53%
Q2	123	55	55%	15	8	47%
Q3	114	38	67%	21	11	48%
Q4	125	35	72%	33	5	85%
<b>23/24</b>	<b>444</b>	<b>178</b>	<b>60%</b>	<b>88</b>	<b>33</b>	<b>63%</b>



4.6 The services involved in these complaints are broken down as follows (please note these figures are for complaints received so will not directly correlate with figures in 4.5):

Directorate	Group	Service	Q1	Q2	Q3	Q4
Growth	Economy	Regeneration	0			
	Technical	Car Parks	2			16
		Private Sector Housing	7		1	9
		Licensing	0			
		Property & Estates		1	1	3
		Environmental Health	1		1	6
	Building Control	2	2	1	1	
Planning	Planning	4	3	5	8	
Organisational Excellence	Finance	Revenues & Benefits	1	3	2	16
		Customer Service			1	3
	Law & Governance	Information Management		1		3
		Committees		1		
	Communications				1	
Environment & Communities	Housing	Repairs	67	84	85	123
		Options	8	5	19	21
		Neighbourhoods	12	17	17	29
		Leasehold	6	7	8	8
	Wellbeing	Community Safety	1			
		Lifeline	1			
		Wellbeing	0	1		1
	Environment & Climate Change	Coastal Engineers	0	5		3
		Cleansing		2	5	23
Parks				1	4	
<b>TOTAL</b>			<b>112</b>	<b>92</b>	<b>147</b>	<b>278</b>

4.7 Whilst 16 cases have been submitted this year to the Local Government and Social Care Ombudsman (LGSCO) and Housing Ombudsman (HO), only 2 decisions were made following investigations. They were:

Decision Date	Ombudsman	Service	Outcome	Compensation
29.02.24	Housing	Repairs	Service Failure	Pay £900.00
07.03.24	Housing	Repairs	Service Failure	Pay £850.00

4.8 Actions in hand to improve complaint management performance:

- Recruitment of full-time Corporate Complaints Manager
- Update to Feedback & Complaints Policy to ensure in line with updated Ombudsman codes
- Regular reporting to Corporate Support Committee to provide transparency and understanding
- Improved complaint recording processes to capture more information than historically maintained

**5. CONSULTATION**

There is no requirement for public consultation in relation to the information set out in this report.

**6. OPTIONS/ALTERNATIVES CONSIDERED**

This report is for noting only

**7. COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

There are no direct financial implications arising from this report with officer time included in approved budgets.

**8. RISK ASSESSMENT CONSIDERATIONS**

Officers have not identified the need for any additional risk assessment process to be conducted in relation to this report.

**9. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

There are no direct legal implications arising from this report.

**10 HUMAN RESOURCES IMPACT**

None

**11 HEALTH & SAFETY IMPACT**

None

**12. PROPERTY & ESTATES IMPACT**

None.

**13. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

The increased transparency of complaints performance will improve Members understanding of the complaints traffic being managed by the Council. This is supported by both Ombudsman codes as well as the Information Commissioners drive for transparency in public authorities.

**14. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

None.

**15. CRIME AND DISORDER REDUCTION IMPACT**

None.

**16. HUMAN RIGHTS IMPACT**

None.

**17. FREEDOM OF INFORMATION/DATA PROTECTION CONSIDERATIONS**

With transparency increasing around complaint management, this should reduce the need for Freedom of Information requests on this subject, as we also plan to publish more information on our website.

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**CONTACT OFFICER:**

**Name:** Lindsey Reeves

**Job Title:** Information Governance Manager

**Contact Number:** 01903 737857

**BACKGROUND DOCUMENTS** *[Part A reports only]:*

[Feedback & complaints policy](#)

[LGSCO Complaint Handling Code](#)

[HO Complaint Handling Code](#)

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# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202209966*

*Arun District Council*

*29 February 2024*

## **Our approach**

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration,' for example, whether the landlord has failed to keep to the law, followed proper procedure, followed good practice, or behaved in a reasonable and competent manner.

Both the leaseholder and the landlord have submitted information to the Ombudsman, and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

## **The complaint**

1. The complaint is about:
  - a. the landlord's response to the leaseholder's reports of a leak from the property above
  - b. the insurance provider's repairs to the property carried out in response to an insurance claim.
  - c. the landlord's handling of repairs to the leaseholder's garage
  - d. the decanting of the leaseholder's tenant
2. The Ombudsman has also considered the landlord's complaint handling.

## **Jurisdiction**

3. What the Ombudsman can and cannot consider is called the Ombudsman's jurisdiction. This is governed by the Housing Ombudsman Scheme (the Scheme). When a complaint is brought to this Service, the Ombudsman must consider all the circumstances of the case, as there are sometimes reasons why a complaint will not be investigated.
4. After carefully considering all the evidence, in accordance with paragraph 42 of the Scheme, the following aspects of the complaint are outside of the Ombudsman's jurisdiction:
  - a. The complaint about the insurance provider's repairs to the property carried out in response to an insurance claim are not within the Ombudsman's jurisdiction. This is because Paragraph 42(j) of the Scheme sets out that the Ombudsman may not investigate issues that fall properly within the

jurisdiction of another Ombudsman, regulator, or complaints-handling body. As the repairs were carried out by the insurance provider in response to an insurance claim, it would not be within the Ombudsman's jurisdiction to investigate this aspect of the complaint. Therefore, this issue should be raised with the Financial Ombudsman Service.

- b. The landlords handling of repairs to the leaseholder's garage following damage which occurred in approximately 2015 is also not within the Ombudsman's jurisdiction. In accordance with paragraph 42 (c) of the Scheme, this Service has time limits, and we would expect residents to raise complaints within a reasonable period, usually within 6 months of an issue occurring. In the circumstances, the Ombudsman does not consider it to be reasonable or proportionate to investigate the leaseholder's complaint in relation to events prior to 2020. However, the Ombudsman will comment on aspects, where it deems it to be appropriate.
5. Other complaints which exhausted the landlord's complaints procedure individually or were addressed in a final response in May 2022 are in the Ombudsman's jurisdiction and are considered below.

## **Background**

6. Under the terms of a lease dated 7 September 1987 the leaseholder is the leaseholder of 2 properties, a two-bedroom flat and a separate garage. He is subject to the terms and conditions of the lease agreement. The lease has a term of 125 years. The landlord is the freeholder and is a local authority.
7. The leaseholder does not live in the property; he lets it out to a tenant. The property above the leaseholder's is owned by the local authority and is also occupied by a tenant.
8. For this report, the complainant will be referred to as the leaseholder. The local authority as the landlord, and its tenant as tenant 1. The resident's tenant will be referred to as tenant 2.
9. The landlord has no recorded vulnerabilities for the leaseholder.

## *Policy and legal framework*

10. The terms of the lease set out a covenant by the council to insure and keep insured the property and to insure and keep insured the building wherein the property is situated. As the garage forms part of the property, the landlord is also required to insure and keep insured the garage. The lease also imposes a covenant on the leaseholder to pay a reasonable proportion of the costs of insuring the property, which includes the garage.

11. The lease also sets out that where the dwelling-house is a flat, there are implied covenants by the landlord:
  - a. To keep in repair the structure and exterior of the dwelling-house and of the building in which it is situated (including drains, gutters, and external pipes) and to make good any defect affecting that structure.
  - b. To keep in repair any other property over or in respect of which the leaseholder has rights by virtue of this Schedule.
  - c. To ensure, so far as practicable, that services which are to be provided by the landlord and to which the leaseholder is entitled (whether by himself or in common with others) are maintained at a reasonable level and to keep in repair any installation connected with the provision of those services.
12. The lease may require the leaseholder to bear a reasonable part of the costs incurred by the landlord:
  - a. In discharging or insuring against the obligations imposed by the covenants implied by virtue of paragraph 14(2) (repairs, making good structural defects, provision of services).
  - b. In insuring against the obligations imposed by the covenant implied by virtue of paragraph 14(3) (rebuilding or reinstatement).
13. The landlord has a decant policy that sets out that it 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).
14. The landlord's complaint procedure is available to view on its website. It sets out a 2-stage process with complaints at stage 1 being acknowledged within 5 working days when the complainant will be given the name of an officer who will deal with the complaint. A full response will then be provided within 10 working days.
15. If the complainant remains dissatisfied, they have up to 28 days to request a review to be carried out. The final response will be issued within 25 working days.

### **Summary of events**

16. The leaseholder has told this Service that in approximately 2015, a trampoline landed on his garage, causing damage to the roof. The leaseholder said that he contacted the insurance provider who he understood was responsible but was told that they no longer insured his garage. He then contacted the landlord but did not get a response. He was then providing care to his mother so did not



chase the matter. However, when dealing with flooding at his property in around 2020, he raised the issue of the garage roof.

17. On 23 November 2020, the leaseholder contacted the landlord to report that there was water leaking into his property from the flat above. The landlord noted that it was an “ongoing issue” in the property and the leaseholder thought that it was caused by leaks when tenant 1 used their washing machine.
18. Repair logs submitted as evidence by the landlord note the following repairs for the property above the leaseholder’s:
  - a. On 20 June 2020, the landlord attended to fix a leak to the toilet, it replaced and tested the flush cone and syphon nut and washer.
  - b. On 3 November 2020, the landlord attended to fix a leak to the stop cock and water meter, it resealed threaded joints.
  - c. On 30 November 2020, the landlord attended to a report that the toilet was blocked.
  - d. On 9 February 2021, the landlord attended to fix ruptured pipework in the kitchen cupboard that housed the stop cock.
19. On 10 February 2021, the leaseholder told the landlord that there was a leak through his property from the flat above.
20. On 24 February 2021, the leaseholder complained to the landlord about the lack of response to water leaks into his property from the property above. He said that:
  - a. The first leak had happened in August 2019, and tenant 2 had to move out and go into alternative accommodation, the property remained unoccupied for many weeks without any drying programme or remedial work being completed.
  - b. He had received a request for the insurance excess but had not been consulted about making a claim or signing off any works.
  - c. Certification had not been issued on completion of the works. This included electrical works, some of which (electrical cable from inside property to outside shed) he believed should not have been passed as safe.
  - d. A heat sensor was not re-installed back into the property.
  - e. There had been a further 2 leaks which had caused damage to his property. The landlord asked him to make an insurance claim, but he did not feel this was appropriate as the issue was due to the negligence of the landlord.

- f. There was a strong smell of cannabis near to his property, and he was concerned that there was growing activity in the flat above, which might have caused the leaks.
  - g. He had also reported damage to his garage roof, which had not been responded to.
21. The landlord responded on 25 February 2021, and asked the leaseholder to call it back to discuss the issues further. An email sent by the leaseholder to the landlord dated 2 March 2021, thanks the landlord for responding and its “attentiveness” regarding the issues raised, and notes that he is working with others, such as the insurance company, to resolve the issues.
  22. On 3 March 2021, the leaseholder contacted the landlord to report overflowing bins and rubbish to the front path near to the front entrance to his property. Internal emails show that the landlord raised this with the relevant service area within the council. A further internal email sent later that day states that the issue with rubbish had been resolved. The leaseholder also sent photographs of damage to his garage roof. It responded the same day and said that they would be sent to its insurance team.
  23. The landlord’s internal emails note that the garage was not included on its insured garage list although it should have been. Due to its error, on 15 March 2021, it committed to carrying out repairs to the garage roof and on 18 March 2021, it ordered an inspection of the damage.
  24. On 1 April 2021, the landlord’s insurers told the leaseholder that as it could not evidence that he was formally advised about a change in insurer, the £100 excess was waived. It also confirmed that a safety certificate was not required as the electrical contractor had only replaced light fittings. It suggested that it would instruct electricians to correct the work and fit the missing heat sensor. He could also choose to appoint his own electrician if he preferred.
  25. On 10 May 2021, the leaseholder told the landlord that he intended to withhold his service charge payments as he did not think that the insurance company or the local council were “fit for purpose”. He said that he had given until 6 May 2021 to receive a response and asked for a reply to his queries.
  26. An internal email dated 10 May 2021, acknowledges that the leaseholder has stated at the top of his correspondence on 24 February 2021 that it was a complaint. However, the landlord had not dealt with it as a formal complaint, as he had not completed a complaint form. It noted that he wanted his complaint to be escalated.
  27. On 8 June 2021, the leaseholder sent a letter titled “complaint” that set out that there had been further leaks from tenant 1’s property into his property. He said

that he had previously questioned if there “is some form of drug growing activity” in the property above, that was causing the re occurring leaks.

28. Internal emails show that the landlord did not have a record of the leak being reported as a repair. On 16 June 2021, the landlord contacted the leaseholder to ask for further information. He said that the leak occurred on 7 June 2021, following a visit by an insurance assessor. The landlord instructed its contractor to attend the property above to fix the leak.
29. On 8 July 2021, a further work order was raised that requested “rod the down pipes and waste drains on the rear of the block and on the shed at the rear. The drain/gulley is blocked, and water is going all over the rear path. Please report back any issues and what caused the blockages.”
30. On 9 August 2021, internal emails submitted by the landlord as part of this investigation show that it had been “having a nightmare” trying to access the property above the leaseholders. It had attended a further pre-arranged appointment but had not obtained access. A further appointment was arranged for 10 August 2021, and the landlord said that if it did not access the property, it would gain access via “the legal route”.
31. A further email sent on 12 August 2021 sets out that the landlord did not obtain access to the flat above the leaseholders on the following occasions: on 1, 5, 9 and 12 July 2021. Access was given on 28 July 2021 however, the washing machine was in use, so the landlord was unable to move it to check underneath. It agreed to return and was unable to gain access on 5 and 10 August 2021.
32. On 9 August 2021, the landlord told the leaseholder that it had chased the relevant team for an update about legally gaining access to tenant 1’s property and said that it would get back to him as soon as it received any information.
33. On 6 September 2021, the landlord confirmed that works to the garage roof were complete. However, on 7 September 2021, the leaseholder said that he was not happy with the repairs. The landlord responded on 9 September 2021 and asked to meet the leaseholder at the garage to assess his concerns. Following this the landlord asked the leaseholder to monitor the situation after rainfall to see if the repair had worked.
34. On 21 September 2021, the landlord sent the leaseholder a report compiled by a specialist property restoration company. It found that, on inspection his property was dry. It asked if there have been any further issues and suggested that it meet with him to agree the scope of any repairs required.
35. On 22 September 2021, the leaseholder replied and said that:

- a. There had been no moisture readings or photo evidence provided by the restoration company.
  - b. He wanted repairs to be put on hold as the source of the leak had not been established.
  - c. He was not confident that further leaks would not happen in future.
36. The landlord obtained access to tenant 1's property on 30 September 2021. It found that there was small leak to the sink and ordered its replacement, there were no issues with the washing machine and no issues in the bathroom.
  37. The landlord sent an email to the leaseholder on 6 October 2021, and asked if "recent rain" had affected the garage and if repairs had been effective. The leaseholder responded to say that he had not been able to get to the garage due to other commitments. He replied again on 12 October 2021, and said that there was no evidence of any water leaking through the repair to the garage roof.
  38. On 18 January 2022, the leaseholder contacted the landlord to say that water was coming through the ceiling into his property from the flat above. He noted that there were prolonged periods with no water entering his property, which happened when tenant 1 (above) was absent from the property.
  39. On 26 January 2022, the landlord was contacted by a loss adjustor who said that the ceiling below was going to be replaced and kitchen units had been damaged by leaks from above, and they could not complete the required works until the cause of the leaks from the flat above had been identified and resolved.
  40. The landlord told the leaseholder on 1 February 2022, that it had tried to gain access to the property above on several occasions in the last 10 days and no-one had been home on any of the visits.
  41. The leaseholder logged a formal complaint on 22 February 2022.
  42. An internal email dated 16 March 2022, shows that the landlord tried to contact tenant 1 to arrange to visit "5 times that day" but had not had a response. It had arranged to attend on 16 March 2022. The landlord visited again on 17 March 2022, but was unable to gain access. It noted that a gas sticker had been placed on the door the day before so concluded that the leaseholder had not been home in 24 hours.
  43. The landlord responded to the leaseholder's complaint on 22 March 2022, it apologised for the delay which it said was due to staff sickness. It also apologised for the lack of time it had taken to resolve the issues, and said that:

- a. A further leak at tenant 1's property, had delayed the loss assessor's visit. It was attempting to gain access to the property to identify the source of the leak.
  - b. It would arrange to meet with the leaseholder and the loss assessors to agree the scope of the works as soon as the leak was resolved.
  - c. As he was a leaseholder his claim had been forwarded to the insurance company for them to process. It had not commissioned any works at his property, this would only be done by him or his managing agent, in conjunction with the insurance company. As such, any queries regarding signing off the works should be addressed to the insurance company.
  - d. Its insurance policy would cover reasonable alternative accommodation for its own tenants. This would not extend to tenant 2, as it did not have a relationship with tenant 2. Correspondence sent by the leaseholder's managing agents indicated that tenant 2 was staying with family, and not in a hotel as previously stated by the leaseholder.
  - e. Although now rectified, it had not included his garage in its insurance schedule, which was an error. It had agreed to complete the repair work and had carried out remedial work. However, the leak was not resolved and therefore it had agreed to replace the roof.
44. The leaseholder contacted the landlord on 24 March 2022, and asked to escalate his complaint to stage 2. He said that:
- a. Delays had occurred in reporting the garage issues as he had been a carer for his mother at the time. However, over 2 years ago there had been a leak through the ceiling of his property. His letting agent had contacted the insurance provider and he discovered that the provider had been changed by the landlord without informing the leaseholder.
  - b. The insurance company had moved tenant 2 into a hotel for 8 weeks which was not 'like for like' accommodation.
  - c. Emails sent to its staff had not been responded to.
  - d. He had met with a member of its staff who was "stern" and told him that the landlord would not replace the garage roof but would fix it. The repair was "bodged," and the roof was leaking again.
  - e. He was waiting to store a classic car in the garage and had to rent alternative space.
  - f. There was no certification issued following his property's restoration.
  - g. There have been further water leaks from the above property.
  - h. He did not want any financial compensation but asked the landlord to extend his lease term to allow him to sell his property.

45. The landlord issued its response at stage 2 of its internal complaint process on 3 May 2022. It said that it had discussed the complaint with him on 13 April 2022, and set out the scope of the investigation. It found that:
- a. It had accepted in its stage 1 response that it had mistakenly left his garage out of its insurance schedule. Although it was not possible to attribute the leak from the aged roof to the contact with the trampoline, in recognition of the delays incurred, it had agreed to replace the whole roof.
  - b. The time taken to resolve the leaking roof had been “undesirably lengthy.” Although it did not find evidence that it was at fault, it agreed that it should have insured the garage and acknowledged this was frustrating for the leaseholder. It offered a £200 goodwill payment, subject to the leaseholder clearing service charge arrears.
  - c. Its insurance did not include providing alternative accommodation for tenant 2, whom it understood was staying with family. However, he should complain directly to the insurance company if he considered that the insurer had provided inadequate accommodation.
  - d. It had incorrectly told his letting agent that its insurance did not cover any rent loss. It provided a claim form and advised him to submit it to the insurance company.
  - e. An appointment had been arranged for the leaseholder to meet with a fire risk assessor to assess any potential fire risk.
  - f. Any further remedial work would not be completed until the leak from the flat above had been resolved.
  - g. It had gained access to the flat above on 2 occasions but had not been able to identify the cause of the leak. It was satisfied that it was following the correct legal process to obtain further access.
46. On 19 May 2022, the leaseholder contacted the landlord to say that the £200 offered was insufficient. He listed the expense that he had incurred because of the issues with the landlord. This included journeys from his home to the property to check work that was completed and journeys to meet members of the landlord’s staff. It also included costs incurred because the garage was not watertight and loss of rental income for his property. The costs specified amounted to approximately £3140.
47. The leaseholder told the landlord that as a form of compensation he was “requesting a position of shared freehold.”
48. An internal landlord email notes that on 14 June 2022, the locks were changed to tenant 1’s property. The landlord’s staff inspected and did not find any evidence of a leak.

49. The leaseholder contacted the landlord on 24 June 2022 and said that his long-standing tenant 2 had issued a termination notice and the main reason for her leaving was the previous re-location to non-like for like, alternative accommodation which consisted of a hotel room with her children for a period exceeding 8 weeks. He told the landlord that he now faced further financial disadvantage due to the landlord's handling of the water leaks from the property above.
50. Evidence submitted by the landlord show that on 24 June 2022, the landlord asked if the leaseholder's request for it to "buy back" his property could be considered. Internal emails show that the landlord stated that it was not its policy to do this.
51. The leaseholder contacted the Ombudsman on 11 August 2022, and said that:
  - a. He had not received a response from the landlord or its insurer regarding it not providing adequate accommodation for his tenant following the flood.
  - b. The landlord had not provided him with change of insurer information.
  - c. By not insuring his garage, it had caused him to be financially disadvantaged and not able to claim on insurance for damage to the roof.
  - d. He had not paid service charges for 2 years as the landlord was not inspecting or overseeing any maintenance to the property. He had requested its maintenance procedure.
  - e. He had photographic evidence of blocked gulley's, which he believed was making his property damp on the outside.
  - f. His tenant of 12 years had handed their notice in because of the continual leaks.
  - g. He believed that the property above was being used for drug cultivation.
  - h. He had asked the landlord to buy his property from him, however, it had said that it did not have the funding to do so.
  - i. As a resolution he wanted a share of the freehold to allow him to manage his property himself without the landlord's involvement.
52. The leaseholder contacted the landlord on 29 September 2022, and said that he was waiting for a new kitchen and ceiling, following the leaks. Tenant 1 had moved back into the property, he therefore questioned what guarantee he would have that leaks would not happen again which could cause another tenant to leave.
53. On the same day, the landlord wrote to the leaseholder to advise him that it had considered his request for a share of the freehold of his property and the property above. It had looked at the implications for it in becoming a co-owner

of the freehold of the building. It has also taken legal advice and decided not to agree to sell the freehold to him.

54. This Service wrote to the leaseholder on 30 September 2022. We advised him that the repair works and decant was arranged directly by the insurance company rather than the landlord, and we do not have jurisdiction over the insurance provider or how it may have handled repairs or a decant.

*Events since referral to the Ombudsman*

55. On 20 October 2022, the landlord wrote to the leaseholder and said that it was responding to an email sent on 11 October 2022. It said that:
- a. He had sent emails to a member of its staff who had confirmed (29 September 2022) the council's position regarding his request to purchase the freehold to his property and the property above. This staff member had since retired. It apologised for any delays caused because of this.
  - b. It aimed to respond to all correspondence within 10 days, however, he could make a further complaint if he had experienced any delays.
  - c. It could not discuss details regarding specific tenancies due to confidentiality. However, it advised him to report any issues that his tenant had with the tenant above to its housing team.
  - d. It apologised that his tenant left because of leaks from the property above. However, it had done work to clarify the causation of the leaks and had not identified any water pipe issues.
  - e. It could not guarantee that there would not be any further leaks but understood that there had not been any recent issues.
  - f. He should seek legal advice regarding withholding service charges due to the condition of the landlord's property and him sighting vermin in the area. It also noted that this could have an implication on his lease.
  - g. There had been no recorded reports of vermin in the area. Also, the neighbourhood officer had been on site on 11 October 2022, and found no reported issues of rubbish or any other matters of concern.
  - h. A leak to the guttering had been reported on 31 May 2022 which was repaired on 17 June 2022. It understood that the issue was resolved however it asked him to make a further report if the gutter was still leaking.
  - i. The landlord's records showed that all maintenance issues reported had been addressed. Any tenancy matters should be referred to its neighbourhood team with specific details.
56. On 25 October 2022, the leaseholder contacted the landlord and confirmed that the damage to his garage roof had happened approximately 6 years previously.



He had contacted the insurance company who he believed was responsible at the time and was told that the insurance provider had changed. He had contacted the landlord to ask for information but had not had a reply. Unfortunately, he was caring for his mother at this time and was not able to chase this up until he contacted the landlord in around 2021 to report a leak from the property above.

57. He sent a further email on the same day that included photographs of rubbish that he said was outside his property. He also said that he had reported vermin in the area. During October and November 2022, the leaseholder contacted the landlord on several occasions to enquire about the condition of the land outside his property. On 27 October 2022, he asked the landlord to confirm who was responsible for cutting the grass and maintaining the area outside his property.
58. On 27 October 2022, the landlord sent an email to the leaseholder to update him that it had tried to contact tenant 1 to discuss concerns that he had raised regarding visitors to the property and the condition of the “private garden” but had not had a response. The landlord explained that it intended to visit tenant 1 the following week.
59. On 3 November 2022, the leaseholder told the landlord that there was rubbish “blighting” his property. He said that he had reported this to the landlord and provided photographs. He also said that he had heard drilling and heavy hammering coming from the property above. He had also heard debris falling down the chimney. He was concerned that someone upstairs was breaking into the chimney stack which could be in immediate danger of collapse if the chimney breast was being broken away.
60. On 4 November 2022, the leaseholder wrote to the landlord that he believed the building structure was being compromised by the tenant above. He also asked who was dealing with his issues as he had not received a response and explained that his property was losing money due to the rubbish being left at the front. He asked for an immediate response concerning the “on-going rubbish blight” and said that due to heavy rainfall urgent maintenance was required to repair gutters and drains.
61. On 2 June 2023, the leaseholder raised a further complaint with the landlord, he said that:
  - a. He should not have to pay council tax as his property was unoccupied due to works required resulting from an insurance claim due to a leak in the flat above.
  - b. The landlord had taken too long to repair wall ties which had delayed a new bay window installation to the leaseholder’s property.

- c. It had failed to provide maintenance records for the property showing works carried out in the last 5 years.
  - d. The condition of the communal garden at the front of his property was poor.
62. The landlord issued its response on 27 June 2023. It found that:
- a. Following the leaseholder's contractor attending to install a new bay window in March 2023, he had reported that the structure around the window was unsafe. The landlord had referred this to its insurers. After a further inspection on 30 March 2023, which assessed that the property was not deemed to be structurally unsafe, works were ordered. There were several delays due to a further assessment of work required and delays to colour matching the bricks, and the work was completed on 23 June 2023. The landlord apologised for the delays.
  - b. It apologised for not sending the leaseholder repair and maintenance records for the previous 5 years. It said that they would be sent by 14 July 2023.
  - c. Regarding the condition of the garden at his property, it had already responded to this as part of a separate stage 1 response and had not considered them as part of this response.
  - d. It noted that an invoice had been issued for £1501.38, which was his service charge contribution. It acknowledged that it could not be certain that the prescribed process had been followed so said that this amount would be changed to £250 which was the maximum charge that could be added when the process had not been followed appropriately.
  - e. It offered £50 compensation.

## **Assessment and findings**

### *Scope of the investigation*

63. The leaseholder has reported several issues to this Service, and we acknowledge that the leaseholder has expended considerable time and trouble in bringing this complaint to us. However, this Service is unable to investigate aspects of the complaint due to the jurisdiction issues as set out above, appropriate advice has been given regarding this.
64. The leaseholder has also told us that leaks from the property above occurred in around 2019, 2020 and 2021. While this Service acknowledges that this will have undoubtedly caused distress and inconvenience and time and trouble to the leaseholder and tenant 2. It would not be proportionate to investigate leaks that occurred some years before. This investigation will therefore refer to previous leaks for context but will focus on events following the leak that was

reported to the landlord in February 2021 and was considered as part of the landlord's internal complaints process.

65. The leaseholder has said that as a resolution he wants a share of the freehold to allow him to manage his property himself without the landlord's involvement. Such an outcome is not within the Ombudsman's authority to provide. As such an order regarding the requested resolution cannot be made by the Ombudsman.
66. The leaseholder has also raised subsequent issues with the landlord that have not exhausted the landlord's internal complaints process during the time that the matters set out within this complaint were being assessed. While the Ombudsman recognises that these issues should be investigated. It would not be appropriate to investigate them as part of this complaint as the issues are separate and different and do not form part of the initial complaint that exhausted the landlord's internal complaint process on 3 May 2022. Therefore, a separate complaint will be opened. This will include issues reported as part of the leaseholder's complaint made in June 2023 regarding:
  - a. The time the landlord has taken to repair wall ties which has delayed a new bay window installation to the leaseholder's property.
  - b. It had failed to provide maintenance records for the property showing works carried out in the last 5 years.
  - c. The condition of the communal garden at the front of the leaseholder's property.

*The landlord's response to the leaseholder's report of a leak from the property above*

67. The leaseholder reported a leak from the property above to the landlord on 10 February 2021. Repair records submitted by the landlord show that it attended the property above the day before to fix a leak reported by its tenant, they do not show that they attended the property below. However, this Service acknowledges that the repair operatives would not be aware of any requirement to.
68. Between the 10 and 23 February 2021, there is no evidence that the landlord contacted the leaseholder or his tenant to enquire about the leak to the property below. This was not reasonable, when the leaseholder reported a further leak through the ceiling it should have responded in line with its repair obligations as set out in the terms of the lease to assess the situation. This was a failing on the landlord's part.
69. The leaseholder contacted the landlord on 23 February 2021, to discuss insurance excess and an internal email following the call notes that the

leaseholder was “unhappy” as there had been 3 leaks from the flat above into his in the past year.

70. Internal emails show that the leaseholder also contacted the landlord to complain about the lack of response to the leak and said that the leak had not been fixed properly on the previous occasions. The landlord checked its records and confirmed that the leaks were not related, and that it had attended to fix the leak in its property when it was reported. This was appropriate. However, there is no evidence that the leaseholder was informed of this which was not reasonable and will have caused frustration and time and trouble as the leaseholder was not aware of the landlord’s position.
71. The landlord gave inaccurate information to the leaseholder when he asked about accommodation for his tenant and provision for any rent loss. The Ombudsman acknowledges that this was remedied (in part) in its stage 2 response when it referred the resident to the insurance provider, however, the information provided should have been accurate in the first instance. This would have avoided further inconvenience for the leaseholder who expended considerable time and trouble contacting the landlord on numerous occasions looking for answers to his queries.

The leaseholder contacted the landlord again on 2 March 2021 and thanked it for its response and “attentiveness” concerning the damage that has occurred and told it that he intended to re-establish an insurance claim for the damage caused by the leak. It was reasonable for the landlord to consider that its part in dealing with the leak was complete as the leak had stopped and any residual damage would be completed by the insurance provider.

72. Considering the above evidence, the landlord was not responsive to the leaseholder’s situation when he called to report a further leak in February 2021. It should have checked its repair logs and identified that there had been previous leaks that had caused detriment to the property below (including the tenants decant in around 2019). There is no evidence that the landlord responded proactively by contacting the leaseholder or his tenant to assess the situation fully, despite the leaseholder reporting the leak on 10 February 2021. He was also given inaccurate advice when he asked about rent loss and temporary accommodation for his tenant. He was therefore left too long not knowing what was happening to his property, which was unreasonable. In the Ombudsman’s opinion there is evidence of service failure regarding the landlord’s response to the residents reports of a leak from the property above.

*The landlords handling of the leaseholder’s tenant decant*

73. The landlord’s decant policy sets out that it 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). This includes the leaseholder's tenant. This Service notes that there is no evidence that the landlord explained this to the leaseholder or provided him with a copy of its policy when the issue was first raised. However, it is acknowledged that there is no requirement on the landlord to do this although it would have better managed the leaseholder's expectations from the outset if the landlord had been more explicit in its approach to the leaseholder's questions.

74. The landlord did tell the leaseholder in its stage 1 complaint response dated 22 March 2022 that its insurance policy would cover reasonable alternative accommodation for its own tenants. However, this would not extend to his tenant, as it did not have a relationship with them. This response was reiterated in its stage 2 response, when the landlord also noted that although it understood that the leaseholder's tenant was staying with family, advised him to refer the issue to the insurance company if he believed they had provided inadequate accommodation. This was an appropriate response in line with its policy position and the terms of its insurance.
75. This Service acknowledges the landlord's position regarding this issue. The decant policy is explicit in setting out its obligations. In the Ombudsman's opinion there was no maladministration regarding the landlords handling of the resident's tenants decant.

#### *The landlord's complaint handling*

76. The Housing Ombudsman's complaint handling code (the Code) sets out that a complaint shall be defined as an expression of dissatisfaction, however made, about the standard of service, actions, or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents. Further, the resident does not have to use the word complaint for it to be treated as such. Landlords should recognise the difference between a service request (pre-complaint), survey feedback and a formal complaint and take appropriate steps to resolve the issue for residents as early as possible.
77. When the leaseholder first complained to the landlord in February 2021, although he did not complete a complaint form, it was clear that he was setting out his dissatisfaction with the landlord. However, his correspondence was not treated as a formal complaint which was not appropriate and a missed opportunity for the landlord to address the issues at an early opportunity.
78. The landlord's internal email dated 10 May 2021, acknowledges that the leaseholder used the word complaint in his letter. The landlord also noted that it had not logged a complaint as the leaseholder had not completed a complaint form and that he wanted to escalate his complaint. However, it did not take any action to remedy this at this point or indeed log a complaint or escalate the

matter. This was not appropriate and not customer focussed and a further failing on the landlord's part.

79. The leaseholder then contacted the landlord again on 8 June 2021, the title of his email was 'complaint' however, while the Ombudsman acknowledges that contact was made with the leaseholder, the matter was still not logged as a formal complaint. This prevented appropriate investigation of the issues raised, was a further missed opportunity to resolve the issues and caused the leaseholder an undue delay in escalating his complaint which was not appropriate and a further failing.
80. The landlord logged a formal complaint on 22 February 2022, which was responded to on 22 March 2022, which was approximately 20 working days later. The Ombudsman acknowledges that the landlord apologised for the late response (which it said was due to staff illness) however, its late response was not in line with the landlord's complaints policy that sets out that complaints at stage 1 will be acknowledged within 5 working days and responded to within 10 working days. It is also not compliant with the Code.
81. The landlord escalated his complaint to stage 2 on 24 March 2022, which was responded to on 3 May 2022, some 30 working days after escalation. Whilst only a short delay the response time was not in line with its complaint policy that sets out that stage 2 complaints will be responded to within 25 working days of escalation.
82. Considering the failings identified it is the Ombudsman opinion that there is evidence of maladministration regarding the landlord's complaint handling.

### **Determination (decision)**

83. In accordance with paragraphs 42 (c) and (j) of the Housing Ombudsman Scheme, the following complaints are outside the Ombudsman's jurisdiction:
  - a. the insurance provider's repairs to the property in response to an insurance claim.
  - b. the landlords handling of repairs to the leaseholder's garage.
84. In accordance with paragraph 52 of the Housing Ombudsman scheme there was service failure regarding the landlord's response to the leaseholder's reports of a leak from the property above.
85. In accordance with paragraph 52 of the Housing Ombudsman scheme there was no maladministration regarding the landlord's handling of the leaseholder's tenants decant.

86. In accordance with paragraph 52 of the Housing Ombudsman scheme there was maladministration regarding the landlord's complaint handling.

### **Reasons**

87. There is no evidence that the landlord checked its records and noted that previous leaks had also caused detriment to the property below. There is also no evidence that the landlord contacted the leaseholder after he reported the leak that occurred in early February 2021.

88. The landlord complied with its own decant policy that was explicit about its responsibilities.

89. The landlord did not formally log the leaseholder's complaint when it was first made or even after subsequent complaints were made. Despite acknowledging this, it took no action to remedy it. It also failed to comply with its own policy by not responding to the resident's complaint in a timely manner at stage 1 and did not learn from this by also responding late at stage 2.

### **Orders**

90. Within 4 weeks of the date of this report the landlord to:

- a. Apologise to the leaseholder for the failings identified in this report.
- b. Pay the resident a total of £900 which is made up of:
  - i. £100 for time and trouble, distress, and inconvenience caused by its response to the leaseholder's reports of a leak from the property above.
  - ii. £600 for time, trouble, distress, and inconvenience caused because of its complaint handling failures.
  - iii. £200 offered as a goodwill gesture in its stage 2 complaint response (if it has not already paid this).
  - iv. This payment is to be made to the leaseholder direct and not taken in payment for any monies which may be owed to the landlord.

91. Within 6 weeks of the date of this report the landlord to review its complaint handling practice in this case and implement any necessary remedial action to ensure it complies with the Ombudsman's Complaint Handling Code going forward.

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# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202301043*

*Arun District Council*

*7 March 2024*

## **Our approach**

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration,' for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

## **The complaint**

1. The complaint is about the landlord's handling of the resident's reports regarding:
  - a. Outstanding roof repairs.
  - b. Damp and Mould.
  - c. The associated formal complaint.

## **Background**

2. The resident is the secure tenant of the landlord which is a local authority. She lives in a 2-bedroom first floor flat with her 3 children. She and her children have multiple vulnerabilities.
3. The resident raised a formal complaint with the landlord on 7 February 2023, stating that she was in "utter despair" and needed help as:
  - a. Prior to Christmas 2022 she had raised an issue with a leak in the loft which was leaving a large mark on her lounge ceiling. She could hear dripping when it rained heavily.
  - b. There was increasing damp and mould on the external walls. The most affected room was her twin sons' bedroom which they no longer wanted to sleep in due to their "additional needs and sensory issues." Living in her home with black damp protruding everywhere was impacting on her mental health disorders and day to day living.

- c. She had repeatedly chased the roof repair and damp works and was advised that the roof had to be repaired before the damp work could be undertaken.
4. In its stage 1 response on 2 March 2023, the landlord acknowledged that a leak had been reported on several occasions and it had failed to carry out repairs. There was a delay in commencing damp work as the resident had expressed concerns about the chemicals being used. It said that she had “waited too long” for repairs to leaks, experienced failings in communication and poor customer service, and offered £500 compensation.
5. The resident escalated her complaint the same day, stating that she had been reporting the roof leak since 2017 and damp and mould since 2018. Gutter repairs alone were completed but this was nowhere near where the water marks were on her ceiling. She disputed the landlord’s claims that the works had been completed and that delays for the damp and mould work were due to her request for information.
6. In its stage 2 response on 6 April 2023, the landlord said that the roof was due for replacement from April 2023 to March 2024 and it was in the process of tendering the work. It had passed the roof repairs to another contractor to locate the leak and make recommendations. It apologised that not all work was dealt with by its previous contractor in a more acceptable timescale and the roof repairs had taken too long. The damp and mould were first raised in 2018 and work was completed at the time. In 2020 a specialist company conducted a full damp review and further work was completed. It acknowledged that the work to deal with the mould in 2023 had “not gone smoothly”, and the latest report had taken longer due to the resident’s request for information.
7. The resident remained dissatisfied with the landlord’s response and brought her complaint to this Service on 23 May 2023. She said that she had been promised that her roof would be replaced but only temporary fixes had been completed and she did not believe that the roof had been thoroughly investigated.
8. On 29 February 2024 the resident advised this Service that she moved out of the property on 1 December 2023. At the time of leaving, she still had no date for the replacement roof.

## **Assessment and findings**

9. In reaching a decision about the resident’s complaint we consider whether the landlord has kept to the law, followed proper procedure and good practice, and acted in a reasonable way. Our duty is to determine complaints by reference to what is, in this Service’s opinion, fair in all the circumstances.

### *Scope of Investigation*

10. The resident advised this Service that she was concerned about the health of her children and effects of damp and mould. This Service can consider any inconvenience or distress caused, as a result of any service failures by the landlord. However, it is beyond the expertise of this Service to establish legal liability or whether a landlord's actions or lack of action had a detrimental impact on a resident's health, nor can it calculate or award damages. Ultimately this would be a matter for the courts.

### *Outstanding roof repairs*

11. Under the terms of the tenancy agreement and Section 11 of the Landlord and Tenant Act 1985 the landlord is responsible for the structure and exterior of the property.
12. It is not disputed that the landlord failed to complete the roof repairs in a timely manner. In both its stage 1 and 2 responses it apologised that the resident had "waited too long" for leaks to be fixed and that its previous contractor had not dealt with all work in an acceptable timescale.
13. When there are failings by a landlord, as is the case here, this Service will consider whether the redress offered by the landlord (apology, compensation, and offer to complete repairs) put things right and resolved the resident's complaint satisfactorily in the circumstances. In considering this, this Service takes into account whether the landlord's offer of redress was in line with the dispute resolution principles, be fair, put things right and learn from outcomes.
14. The landlord's repairs records, in relation to roof leaks, showed as follows:
  - a. On 2 November 2017 the resident reported a leak in the roof which was causing a damp patch on her lounge ceiling. The landlord raised a repair to clear nesting debris from behind the chimney and clear guttering.
  - b. On 6 December 2022 she reported the same issue. Work was completed on 24 December 2022 but no repairs notes were made in relation to this.
  - c. On 25 October 2023 a further report was made about the roof leaking.
15. In her escalation request the resident stated that someone had attended on Christmas Eve 2022 and she had shown them the water mark. They had commented about not wanting to work on Christmas Eve and said they would look outside. When she chased the damp work in January 2023, and asked what was happening about the roof, she was told that the job was completed with no further recommendations. The roofers had not gone into the loft to investigate. She had mentioned the roof leak during an inspection on 5 January 2023 and was told that it was possible the damp was being caused by the leak

in the roof. When she had asked for a timescale, she was told “months at least.”

16. The landlord’s records of 21 February 2022 referred to the roof being on a replacement programme, arranging for the specification to be put together, and Section 20 consultation to be carried out. Further records of 28 February 2023 referred to “if the roof has been left in the same condition as reported back in December 2022, its not surprising that there are ongoing roof leaks. Not sure if a temporary fix, other than replacing the missing tiles will resolve the issue.”
17. In the landlord’s stage 1 and 2 responses it set out its expected timescale for the roof replacement. It said that the roof was due for replacement in the financial year 2023 to 2024. It was in the process of tendering and anticipated replacement within 6 to 9 months (September to December 2023). Its stage 2 response repeated the timescale of 2023 to 2024, it anticipated completion of tendering at the end of May and expected work to start around June or July. While it did not specify which year it is presumed this related to 2023, being the financial year, it had specified in its responses.
18. In the landlord’s explanation to this Service, it stated that its tender was in August 2023 with a closing date of September 2023. The resident advised this Service, on 29 February 2024, that when she vacated the flat on 1 December 2023, she still had no date for the replacement roof. The resident had reported a further roof leak in October 2023 which would have caused further distress and concern. While the financial year, 2023 to 2024, was not over when the resident left in December 2023, no evidence was provided to suggest that the landlord had provided any updates in terms of what stage it was at of its tendering process or provided an updated timescale for replacement.
19. In its stage 1 response, the landlord summarised that the resident had waited “far too long” for the roof leak to be repaired, had experienced failings in communication resulting in poor customer service, as well as damage to her lounge ceiling. It recognised that the resident and her family had experienced considerable delays and distress as a consequence of the issue raised over a significant period of time. It offered £500 compensation, being the maximum payment that could be offered under its compensation policy.
20. Given the landlord’s acknowledgement of its failings, apology and offer of compensation, a finding of reasonable redress would have been made, however, it failed to provide any updates in relation to the replacement roof, did not demonstrate any learning from the complaint about the roof leaks, or say how it would prevent a similar situation from happening in the future. For these reasons a finding of service failure is made and an award for additional compensation is made for distress and inconvenience.

## *Damp and Mould*

21. The landlord's damp and mould repairs policy set out its process for dealing with reports of damp and mould. This includes an initial inspection where damp readings are taken, along with photographs of any damp and mould, a review of the ventilation and summary report of the causes and required remedies. Works are then completed and should a further inspection be required, it agrees an appointment for an external surveyor to undertake a full survey with imaging, damp course assessment and metering along with a structural review.
22. The landlord's repairs records showed the resident reported damp and mould in every room on 6 December 2022. The landlord inspected on 5 January 2023, and a repairs order was raised on 3 February 2023 to attend and treat mould in the property and any other mould related works required. The order showed as completed 13 March 2023.
23. The resident stated that she had been reporting damp and mould in her home since 2018. In its stage 2 response the landlord said that the concerns raised in 2018 were responded to and works completed. In 2020 a specialist company completed a full damp survey and further works were carried out. The evidence provided demonstrated that the landlord had previously responded to reports of damp and mould and completed treatment. Its response to the resident's previous reports was reasonable.
24. The landlord has a responsibility under the housing health and safety rating system (HHSRS), introduced by The Housing Act 2004, to assess hazards and risks within its rented properties. Damp and mould growth are a potential hazard and therefore the landlord is required to consider whether any mould problems in its properties amount to a hazard that may require remedy. Landlords should be aware of their obligations under HHSRS, and they are expected to carry out additional monitoring of a property where potential hazards are identified.
25. This Service's spotlight report on damp and mould, published October 2021, provides recommendations for landlords which included 26 recommendations which included:
  - a. Adopt a zero-tolerance approach to damp and mould interventions. Landlords should review their current strategy and consider whether their approach will achieve this.
  - b. Ensure they can identify complex cases at an early stage and have a strategy for keeping residents informed and effective resolution.
  - c. Ensure they clearly and regularly communicate with their residents regarding actions taken or otherwise to resolve reports of damp and mould.

- d. Identify where an independent, mutually agreed and suitable qualified surveyor should be used, share the outcomes of all surveys and inspections with residents to help them understand the findings and be clear on next steps. Landlords should act on accepted survey recommendations in a timely manner.
26. As part of the evidence requested by this Service, the landlord was asked to provide a self assessment against the 26 recommendations of the spotlight report. This has to date not been provided.
27. In relation to the resident's complaint and her reports of damp and mould in February 2023, the landlord responded that there had been delays in treating the mould. The delay resulted from the resident's request for additional information concerning chemicals in the products to be used and the time it took it to provide the information. It appreciated her concerns about her family's health, the information was provided as quickly as possible but inevitably did impact the time it took to complete the work.
28. However, there were delays in the landlord completing the works which were not solely due to the resident's request for information about the chemicals being used. She had reported her concerns about mould in every room on 6 December 2022 which was not inspected until 5 January 2023. There was a delay in raising repairs until 3 February 2023 and shortly after the resident raised her complaint. A further inspection was carried out on 13 February 2023 and works were completed 13 March 2023, a month later. There was also evidence of a cancelled appointment by the contractor in February 2023 who was due to attend at 8am but contacted the resident at 8.20 am stating it could not attend that day.
29. This Service empathises that the situation would have been distressing for the resident given the reappearance of damp and mould in her home. The landlord failed to respond promptly to the resident's reports on 6 December 2022, completing works on 13 March 2023. For these reasons this Service finds service failure in the landlord's response to the resident's reports of damp and mould.

*Associated formal complaint*

30. The landlord operates a 2-stage complaints policy. Stage 1 complaints are responded to within 10 working days and stage 2 complaints within 20 working days.
31. The resident raised her complaint to the landlord on 7 February 2023. The landlord's records of 9 February 2023 refer to treating the resident's complaint as a "service enquiry". The complaint was not formally acknowledged until 14

February 2023 following a conversation with the resident. On 15 February 2023 the resident wrote to the landlord asking why the acknowledgment of her complaint was from 14 February 2023 as she had been advised it would be backdated to 7 February 2023.

32. This Service's complaint handling code states:
  - a. Effective complaint handling enables residents to be heard and understood. The starting point for this is a shared understanding of what constitutes a complaint. A complaint must be defined an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents. The resident does not have to use the word 'complaint' for it to be treated as such.
  - b. Landlords should recognise the difference between a service request and a complaint. A service request is a request requiring action to be taken to put something right. A complaint should be raised when the resident raises dissatisfaction with the response to their service request.
33. It was evident from the resident's correspondence that she had previously reported issues which had not been resolved and thus should have treated it as a complaint from the outset.
34. This led to delays in the landlord's complaint handling and added frustration for the resident. The resident raised her complaint on 7 February 2023 and the landlord responded on 2 March 2023, 23 working days later.
35. The landlord wrote to the resident on 28 February 2023 and apologised for not sending its response at stage 1. It was awaiting further information and had been working to move matters forward. It had failed to respond within 10-days and this would be addressed in its stage 1 letter with appropriate compensation. In its stage 1 response it acknowledged that it had not responded within its policy timescale of 10 working days. However, its policy stated that if there were mitigating circumstances the deadline for a response could be extended by a further 10 days and its response was sent within this period. However, there was no evidence that the landlord had explained any mitigating circumstances to the resident. Furthermore, it offered no compensation for its stage 1 complaint handling delays as outlined to the resident on 28 February 2023.
36. On 28 March 2023 the landlord's internal records referred to contacting the resident to ask for an extension to respond at stage 2. The resident responded on 30 March 2023 stating that it was "unacceptable". She had waited 20 working days which was the timeframe given and she saw no exceptional circumstances as to why it required an extension. The landlord responded the



same day and apologised. It stated that a new manager had been in touch and advised that it would investigate at stage 2, however, he had only just started in the role, and it would require extra time to look into all the matters raised. This was in line with its policy and an additional week was not unreasonable.

37. The landlord failed to initially to log the resident's complaint at stage 1 of its complaints process, instead treating it as a service enquiry. It also failed in its handling of her stage 1 complaint as outlined above. For these reasons this Service finds service failure in the landlord's handling of the resident's complaint. An award of compensation will be made in relation to complaint handling.

### **Determination**

38. In accordance with paragraph 52 of the Housing Ombudsman Scheme (the Scheme), there was service failure in relation to the landlord's handling of the resident's reports of:
  - a. Outstanding roof repairs.
  - b. Damp and Mould.
  - c. Associated formal complaint.

### **Orders and recommendations**

#### *Orders*

39. The landlord is ordered to pay the resident £850 broken down as follows:
  - a. £500 offered in its stage 1 response for its delays in completing roof repairs.
  - b. £100 for distress and inconvenience for failing to update the resident about the roof replacement.
  - c. £150 for time and trouble in relation to the landlord's delays in dealing with damp and mould.
  - d. £100 for complaint handling failures.
40. The landlord is ordered to send a written apology, by a senior member of staff, for the failures identified in this report.
41. The landlord is ordered to complete the self assessment against the 26 recommendations set out in this Service's spotlight report on damp and mould and consider its strategy for monitoring properties with identified damp and mould.

42. Within 4 weeks of this determination the landlord must provide evidence of the above.

*Recommendations*

43. The landlord should consider reviewing its staff training needs to ensure that all relevant officers can clearly identify a service request or complaint as outlined in the complaint handling code.

## Arun District Council

<b>REPORT TO:</b>	<b>Corporate Support Committee - 30 April 2024</b>
<b>SUBJECT:</b>	<b>Electoral Review</b>
<b>LEAD OFFICER:</b>	<b>Daniel Bainbridge, Group Head of Law &amp; Governance</b>
<b>LEAD MEMBER:</b>	Councillor Francis Oppler, Chair of Corporate Support Committee
<b>WARDS:</b>	<b>All</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b> Ensuring that the correct democratic structure is in place within the Arun District supports all of the Council's corporate aims and objectives.	
<b>DIRECTORATE POLICY CONTEXT:</b> Responsibility for the Electoral Services function and related workstreams sits within the Organisational Excellent directorate.	
<b>FINANCIAL SUMMARY:</b> Full Council has resolved that a report be submitted to the Policy & Finance Committee setting out an assessment of the costs of undertaking an electoral review. The recommendations in this report to the Corporate Support Committee do not carry any financial implications that sit outside of existing budgets.	

### 1. PURPOSE OF REPORT

- 1.1 To consider recommendations in relation to an Electoral Review of the Arun District.

### 2. RECOMMENDATIONS

It is recommended that the Committee:

- (i) Considers and approves the electoral review timetable set out in the Appendix to this report and reports its approval of the timetable to Full Council;
- (ii) Notes the outcome of the report to the Policy & Finance Committee on 7 March 2024 regarding the costs of conducting the electoral review; and
- (iii) Recommends to Full Council that the Local Government Boundary Commission for England be invited by the Council to carry out a review of:
  - (a) The number of councillors needed within Arun District, but with a specific focus on reducing members; and
  - (b) The warding arrangements within Arun District.

### **3. EXECUTIVE SUMMARY**

- 3.1 This report follows a report to this Committee on 31 January 2024.
- 3.2 The purpose of an electoral review is to consider the total number of councillors elected to the council, the names, number and boundaries of the wards, and the number of councillors to be elected to each ward.
- 3.3 The electoral review process takes around a year to complete and includes at least two phases of public consultation where proposals/comments on ward boundaries will be invited. Throughout the process, the Local Government Boundary Commission for England aims to work closely with the Council, local people and organisations.
- 3.4 The review aims not just to deliver boundaries that are fair for voters and reflect community ties, but it can also help councils align their local leadership ambitions with their decision-making arrangements.

### **4. DETAIL**

4.1 At its meeting on 9 November 2022 the Full Council received a motion asking Full Council to agree to invite the Local Government Boundary Commission for England to carry out a review of the number of councillors needed in Arun, and the warding arrangements within the district.

4.2 Full Council resolved that:

(1) The Council carries out an assessment of the costs of doing a local government boundary review and provides recommendations to the Policy & Finance Committee on the resourcing implications of such a review;

(2) The Council sets up the appropriate processes and timetable for carrying out such a review, and reports this back to Full Council;

(3) Once the above steps are complete, invites the Local Government Boundary Commission for England to carry out a review of:

- (a) The number of councillors needed at Arun, but with a specific focus of reducing members
- (b) The warding arrangements in the Arun District

This Council also agrees to:

(4) Instruct Officers to carry out an assessment of how much an individual member costs the council. This should include the Basic Allowance, IT provision and all hidden officer support;

(5) Once the number of Councillors is determined, instruct the Constitution Working Party to review the number and frequency of Committees in light of a reduction in Councillors; and

(6) Invite the Independent Remuneration Panel to review Councillor allowances in light of the above changes, once confirmed.

4.3 At its meeting on 31 January 2024 this Committee considered a report that included a draft timetable for the electoral review, and the Committee resolved as follows:

“(1) Having considered the draft timetable for the electoral review and taking into account the comments provided, Officers bring a final timetable to the Committee at its meeting on 30 April 2024, for reporting to Full Council; and

(2) The Committee requests that Officers carry out an assessment of the costs of conducting an electoral review and submits a report to a meeting of the Policy & Finance Committee ahead of the Corporate Support Committee’s next meeting on 30 April 2024, in accordance with Paragraph 1 of the 9 November 2022 Full Council resolution.”

4.4 At its meeting on 7 March 2024 the Policy & Finance Committee considered a report concerning officer’s assessment of the costs of conducting the review, and that report concluded that the costs of officer time, consultation, advertising and any other associated costs would be met from within existing budgets. The Policy & Finance Committee noted the contents of the report and that a further report would be taken to the next meeting of the Corporate Support Committee on 30 April 2024.

4.5 This report now asks the Corporate Support Committee to note the outcome of the costs assessment undertaken by the Policy & Finance Committee, and to approve the electoral review timetable contained within the Appendix to this report. Since its last meeting, the timetable has been updated to reflect that the 2024/25 civic timetable has since been largely agreed by Full Council and Working Party dates have been included.

## **5. CONSULTATION**

5.1 The draft timetable sets out when and the frequency at which elected members, officers, the LGBCE, the public and other stakeholders will be engaged with through consultation and decision-making.

## **6. OPTIONS / ALTERNATIVES CONSIDERED**

6.1 Full Council has passed a resolution that must be progressed. Failing to move forward with the agreed actions is not an option for this Committee, and would be a matter for Full Council to consider. However, it should be noted that it is highly likely that the LGBCE would soon be identifying the Council for a periodic electoral review in any event. The aim of this report is to commence a process that puts the Council in a position of beginning that conversation with the LGBCE at an early stage in the 2023-27 cycle.

**7. COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

7.1 There are no direct legal implications arising from this report, with a costs assessment paper to be submitted to the Policy & Finance Committee at its 7 March meeting.

**8. RISK ASSESSMENT CONSIDERATIONS**

8.1 A full risk assessment and risk register will be produced by officers are part of the project following the initial approach to the LGBCE later in 2024.

**9. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

9.1 Electoral Reviews are conducted by the Local Government Boundary Commission for England in accordance with statute, particularly the Local Democracy, Economic Development and Construction Act 2009. Any changes to the district would be made by Parliamentary Order to take effect at the next District Council elections in May 2027. The Council has a duty to support the Commission's work and to provide input to that work.

**10. HUMAN RESOURCES IMPACT**

10.1 There are no human resources implications. This work will be carried out by officers under their day-to-day duties.

**11. HEALTH & SAFETY IMPACT**

11.1 There are no such implications associated with this report.

**12. PROPERTY & ESTATES IMPACT**

12.1 There are no such implications associated with this report.

**13. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

13.1 There are no such implications associated with this report.

**14. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

14.1 There are no such implications associated with this report.

**15. CRIME AND DISORDER REDUCTION IMPACT**

15.1 There are no such implications associated with this report.

**16. HUMAN RIGHTS IMPACT**

16.1 There are no such implications associated with this report.

**17. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

17.1 There are no such implications associated with this report.

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**CONTACT OFFICER:**

**Name:** Daniel Bainbridge

**Job Title:** Group Head of Law & Governance

**Contact Number:** 01903 737607

**BACKGROUND DOCUMENTS:** None

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Arun District Council - Boundary Review Draft Timetable			
DATE	TASK	WHO	COMMENTS
31/01/24	Corporate Support Committee	Group Head of Law & Governance; Electoral Services Manager	Introductory report and draft timetable
07/03/24	Policy & Finance Committee	Group Head of Law & Governance; Electoral Services Manager	Report re resourcing implications
09/05/24	Full Council	Chair of Corporate Support Committee; Group Head of Law & Governance; Electoral Services Manager	Recommendations from Corporate Support Committee and Policy & Finance Committee
10/10/24	Approval to form Working Party	Corporate Support Committee	
Early November 2024	Agree support from Group Leaders and identify possible Working Party members	Corporate Support Committee; Electoral Registration Officer	
Early December 2024	Preliminary meeting	Chair of Corporate Support Committee Chair; Relevant Officers; Local Government Boundary Commission	
Early December 2024	Agree reason for making request for a boundary review	Corporate Management Team	
Early December 2024	Identify and agree officer resource	Corporate Support Committee	
Mid December 2024	Preparation of paper for Full Council	Relevant Officers	To include why, provisional timetable and establishment of Working Party
9 December 2024 (to be confirmed)	First meeting of Working Party	Members and officers	Determine frequency of meetings
10/12 December 2024 (to be confirmed)	Briefings to Officers and Members	Either joint or just the Boundary Commission	Undertaken before Full Council agenda published
12/17/19 December 2024 (to be confirmed)	Briefings to Towns and Parishes (and other key partners)	Either joint or just the Boundary Commission	Undertaken before Full Council agenda published - critical to include Towns and Parishes at this point
6 January 2025	Meeting of the Working Party	Members and officers	
8 January 2025	Full Council	Chair of Corporate Support Committee; Group Head of Law & Governance; Electoral Services Manager	
6 February 2025 (to be confirmed)	Corporate Support Committee	Group Head of Law & Governance; Electoral Services Manager	Progress report to Corporate Support Committee
10 February 2025	Meeting of the Working Party	Members and officers	
25 March 2025 (to be confirmed)	Corporate Support Committee	Group Head of Law & Governance; Electoral Services Manager	
10 March 2025	Meeting of the Working Party	Members and officers	
Week commencing 6 May 2025 (to be confirmed)	Final meeting of Working Party	Members and officers	In order to agree Full Council paper for May 2025
May 2025 (to be confirmed)	Corporate Support Committee	Group Head of Law & Governance; Electoral Services Manager	
July 2025	Full Council	Chair of Corporate Support Committee; Group Head of Law & Governance; Electoral Services Manager	Report setting out final Submission(s) Failure to agree submission will put completion before 2027 elections at risk.
July 2025	Council submits proposal for council size to Boundary Commission	Officers	Full submission details included on Boundary Commission website - this stage will include electorate forecasts at ward level to 2028, mapping of proposal(s), details of developments, governance issues (councillor workload) Will include significant time from senior planner/mapping expert and elections
July 2025 onwards	Boundary Commission decision on how many members we will have	Boundary Commission	
Aug-Oct 2025	Public Consultation on warding patterns	Boundary Commission	Working Party remains very active during this period in order that they can look at issues as they arise
Dec 2025	Draft Recommendations published	Boundary Commission	Report to Full Council
Jan-March 2026	Public Consultation on recommendations	Boundary Commission	Note that Working Party remains very active during this period in order that they can look at issues as they arise
June 2026	Final recommendations published	Boundary Commission	On occasion a 6-week period of further consultation can be needed
Sep-Oct 2026	Parliamentary Approval	Parliament	Order laid in Parliament for 40 days to accept or reject
Nov-Dec 2026	Implementation - publication of new register in time for Local Elections in May 2027	Electoral Services Team	Significant input from Elections and Legal Services

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## Arun District Council

<b>REPORT TO:</b>	<b>Corporate Support Committee – 30 April 2024</b>
<b>SUBJECT:</b>	<b>Pension Discretions Policy</b>
<b>LEAD OFFICER:</b>	<b>Jackie Follis, Group Head of Organisational Excellence</b>
<b>LEAD MEMBER:</b>	<b>Councillor Francis Oppler</b>
<b>WARDS:</b>	<b>N/A</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
<p>It is a requirement under the Local Government Pension Regulations that Local Authority employers set out how they will exercise several discretionary areas within the Local Government Pension Scheme and to commit to reviewing these discretions on a regular basis.</p>	
<b>DIRECTORATE POLICY CONTEXT:</b>	
<p>Responsibility for ongoing reviews of the pension discretion policy rests with the Human Resources Department within the Organisational Excellence. The policy aims to ensure fair and consistent application of pension related decisions, safeguarding the financial well-being of our employees and the council, while upholding regulatory compliance.</p>	
<b>FINANCIAL SUMMARY:</b>	
<p>The Pension Discretions policy outlines how Arun District Council will exercise its discretions under the Local Government Pension Scheme. The discretions are only used in exceptional circumstances as detailed in Appendix A, and cost forms part of the decision-making process when determining which discretions to allow.</p>	

### 1. PURPOSE OF REPORT

- 1.1 This report presents the findings of a comprehensive review of the council’s pensions discretions policy.
- 1.2 The attached Appendix A shows an updated pensions discretion policy for consideration, approval, and recommendation to Council for adoption.

### 2. RECOMMENDATIONS

- a. To recommended to Full Council that the updated policy on pension discretions shown as Appendix A, be approved, and formally adopted.
- b. To give delegated authority to the Group Head of Organisational Excellence to make necessary changes to the pension discretions resulting from changes to employment legislation or Council policy.

### **3. EXECUTIVE SUMMARY**

- 3.1 The Local Government Pension Scheme (LGPS) regulations have several discretionary areas on which employers must determine and publish a policy.
- 3.2 After thorough examination of current policy, it has been determined that no significant changes are recommended at this time to the Council's pension discretions other than the use of a new template as issued by our pension administrators, Hampshire County Council, and the removal of discretions that are no longer required to be published.

### **4. DETAIL**

- 4.1 The pension discretions policy was implemented to provide a framework for managing discretions related to pension benefits. It outlines the criteria and processes governing such decisions, ensuring fairness and consistency. Local Authority employers are required to regularly review their pension discretions to ensure their relevance and effectiveness.
- 4.2 The pension discretions policy is reviewed on an annual basis by officers with changes reported to members for approval. The policy was last approved by Full Council in 2020 when a number of minor changes were made.
- 4.3 The HR Manager has conducted a review examining current discretions against LGS discretions guidance, legal requirements, and internal considerations. No revisions that would change the effect of the discretions are being recommended, however it is timely that members review the current discretions in their new format.
- 4.4 After a thorough review, officers have determined that the existing pension discretions policy adequately serves its purpose. It maintains fairness, transparency, and compliance with relevant regulations. No significant gaps or issues were identified to necessitate policy amendments.

### **5. CONSULTATION**

- 5.1 Unison, the Council's recognised trade union has been consulted on the pensions discretions policy.

### **6. OPTIONS / ALTERNATIVES CONSIDERED**

- 6.1 The regulations require that as an individual employer, the council must publish a written policy statement confirming how we will exercise compulsory discretions as detailed in Appendix A, to review the statement regularly, to revise it as necessary and to provide a copy of the policy statement to our pension administrators.

### **7. COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

- 7.1 There are no financial implications arising from the proposals of this report.

## **8. RISK ASSESSMENT CONSIDERATIONS**

- 8.1 Although the current pensions discretion policy has proven effective, it is important that ongoing reviews take place to account for changes in legislation and economic conditions. Regular reviews, usually on an annual basis, are recommended to address emerging challenges and adapt the policy as needed.

## **9. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

- 9.1 All qualifying local government employees are entitled to be members of the statutory Local Government Pension Scheme. Although a local authority is not able to opt out of the Scheme and or alter the main Scheme provisions, they do have some areas of discretion.
- 9.2 The Council is required under both Local Government legislation and Local Government Pension Scheme Regulations, to have written policies on a number of pension related matters.
- 9.3 Although a comparison with other local authorities may assist with policy decisions, the nature of discretionary aspects of LGPS are designed to allow each employer the flexibility to assist with people management within their own context and circumstances.
- 9.4 Every employer is required to:
- 9.4.1 keep their discretionary decisions policy under review;
  - 9.4.2 make sure revisions are appropriate;
  - 9.4.3 ensure all the discretionary decisions made are in accordance with the LGPS regulations;
  - 9.4.4 in preparing, reviewing and making revisions to its Policy, employers must be satisfied that the policy is workable, affordable and reasonable, having regard to foreseeable costs.
- 9.5 An implication of the Equality Act legislation and Pension Scheme Orders is that all staff should be treated equally regardless of their age, unless different treatment can be objectively justified. The Policy provides a framework for a consistent approach that can help avoid claims of discrimination.

## **10. HUMAN RESOURCES IMPACT**

- 10.1 This report deals with pension discretions for current and former employees. There are no direct Human Resources impact resulting from the recommendations in this report.

## **11. HEALTH & SAFETY IMPACT**

- 11.1 Not applicable.

**12. PROPERTY & ESTATES IMPACT**

12.1 Not applicable.

**13. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

13.1 This report deals with pension discretions for current and former employees. Access to pension is normally from age 55 onwards other than for ill health. The age that employees can take their pension will increase from 55 to 57 from 6 April 2028. This will not apply to ill health retirements. The LGPS and associated discretions is a national scheme that is open to all employees.

**14. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

14.1 Not applicable.

**15. CRIME AND DISORDER REDUCTION IMPACT**

15.1 Not applicable.

**16. HUMAN RIGHTS IMPACT**

16.1 Not applicable.

**17. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

17.1 Not applicable.

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**CONTACT OFFICER:**

Name: Karen Pearce

Job Title: HR Manager

Contact Number: 01903 737807

**BACKGROUND DOCUMENTS:**

None

## Arun District Council Pension Discretions Policy 1 April 2024

### Background and Authority

The Council is required to set out its discretions for beneficiaries, deferred beneficiaries, and active members for each of the periods stated in this document. The beginning of each section makes it clear which period of membership the discretion relates to.

Please note that mandatory discretions are listed under Part A and the non-mandatory discretions are under Part B. This document has been cross referenced with the full list of LGPS discretionary policies for England and Wales.

The Policy applies to all employees or members of Arun District Council who are in, eligible to join, or have been a member of the Local Government Pension Scheme.

Where the discretion refers to 'the dismissing officer', this means a member of the Corporate Management Team or Group Head.

Reviewed: 13 December 2023

**The following discretions apply to members who were actively paying into the scheme as of 1 April 2014 onwards.**

**Part A - Mandatory Discretions**

Regulation and Arun Discretion
<b>Power to award additional pension. Regulation 31</b>
Whether, at the full cost to the Scheme employer, to grant extra annual pension of up to £7,579 (figure on 1 April 2023) to an active member or within 6 months of leaving to a member whose employment was terminated on the grounds of redundancy or business efficiency [regulation 31 of the LGPS Regulations 2013].
<b>Arun Discretion</b>
Arun does not exercise the option to award additional pension to active scheme members either during employment or within 6 months of ceasing to be active member by reason of redundancy or business efficiency.

<b>Shared cost additional pension contributions Regulation 16(2e) (4d)</b>
<b>Whether, how much, and in what circumstances to contribute to a Shared Cost APC scheme.</b>
Whether, where an active member wishes to purchase extra annual pension of up to £7,579 (figure as of 1 April 2023), by making additional pension contributions (APCs), to voluntarily contribute towards the cost of purchasing that extra pension via a shared cost additional pension contribution (SCAPC) [regulations 16(2)(e) and 16(4)(d) of the LGPS Regulations 2013].
Note: This does not include instances where the employee is paying for <b>lost</b> pension via an APC where the election was made in the first 30 days (or longer if the employer allows) – in this circumstance the employer <b>must</b> pay two-thirds of the cost of such purchase.
<b>Arun Discretion</b>
Arun does not exercise the option to contribute towards the cost of purchasing extra pension via a Shared Cost Additional Pension Contribution (SCAPC) entered on or after 1 April 2014.



## Regulation and Arun Discretion

### **Whether to allow flexible retirement** (Regulation 30 (6)) & TP11(2) & R30(8)

Whether to allow flexible retirement for staff aged 55 or over who, with the agreement of the Scheme employer, reduce their working hours or grade [regulation 30(6) of the LGPS Regulations 2013] and, if so, as part of the agreement to allow flexible retirement:

- whether, in addition to the benefits the member has built up prior to 1 April 2008 (which the member must draw), to allow the member to choose to draw:
  - I. all, part, or none of the pension benefits they built up after 31 March 2008 and before 1 April 2014, and / or
  - II. all, part, or none of the pension benefits they built up after 31 March 2014 [regulations 11(2) and 11(3) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014], and
- whether to waive, in whole or in part, any actuarial reduction which would otherwise be applied to the benefits taken on flexible retirement before Normal Pension Age (NPA) [regulation 3(5) of the LGPS Transitional Provisions, Savings and Amendment) Regulations 2014, regulation 18(3) of the LGPS (Benefits, Membership and Contributions) Regulations 2007 and regulations 30(6) and 30(8) of the LGPS Regulations 2013].

### **Arun Discretion**

- i) Whether to allow flexible retirement

Arun District Council has a Flexible Retirement Policy. The approval process for Flexible Retirement is set out in the relevant policy document.

- ii) Whether to allow the member to choose to take
- a. part or none of the pension benefits they built up after 31 March 2008 and before 1 April 2014, and / or

Arun will permit a member to draw all, or part of the pension benefits they accrued before 1 April 2014 so long as this complies with the Flexible Retirement Policy.

- b. all, part, or none of the pension benefits they built up after 31 March 2014

## Regulation and Arun Discretion

Arun will permit a member to draw all, or part of the pension benefits they accrued on or after 1 April 2014 so long as this complies with the Flexible Retirement Policy.

iii) Whether to waive, in whole or in part, any actuarial reductions which would otherwise be applied to the benefits taken on flexible retirement before Normal Pension Age (R30(8))

Arun District Council has a Flexible Retirement Policy which states that Flexible Retirement will be at no additional cost to the Council. Arun will not therefore waive any actuarial reduction that would apply, except in exceptional circumstances and where it has been determined by Full Council that restructuring proposals achieve a payback within 3 years.

### **Switching on the 85-year rule**

[paragraph 1(1)(c) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

Members are now able to voluntarily retire between ages 55 and 60. If they were a member of the LGPS on 30 September 2006 then some of their benefits could be protected from reductions applied to early payment under the 85-year rule. This rule only applies automatically to members voluntarily retiring from age 60 but the employer has the discretion to “switch it on” for voluntary retirements between age 55 and 60.

**This discretion does not apply to flexible retirement (see [Regulation 30\(6\)](#)) whereby the 85 year rule is always switched on.**

Where the employer does not choose to “switch on” the rule, then: -

- a) if the member has already met the 85 year rule, the member’s benefits are to be reduced in accordance with actuarial guidance issued by the Secretary of State (with the benefits from any pre 1 April 2008 membership for members who will not be 60 or more on 31 March 2016, and benefits from any pre 1 April 2016 membership for members who will be 60 or more on 31 March 2016, which would not normally have been subject to an actuarial reduction nonetheless being subject to a reduction calculated by reference to the period between the date the benefits are drawn and age 60) [paragraphs 1(2) and 1(4) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014], or
- b) if the member has not already met the 85 year rule, the member’s benefits are to be reduced in accordance with actuarial guidance issued by the Secretary of State (with the reduction on that part of the member’s benefits subject to the 85 year rule being calculated by reference to the period between the date the benefits are drawn and age 60, or the date of attaining the 85 year rule, whichever is the later), and

## Regulation and Arun Discretion

- c) the Scheme employer can exercise a discretion to waive any actuarial reductions (including where an actuarial reduction may still be applied to a member's benefits after 'switching back on' the 85-year rule in full) (at cost to the Scheme employer, via an employer strain charge).

### **Arun Discretion**

Where a member meets the criteria for the 85-year rule and wishes to retire on or after age 55 and before age 60, the Council will only grant such an application in exceptional or compassionate circumstances. Each application will be considered by the relevant CMT Member in conjunction with the Group Head with responsibility for Human Resources.

### **Waiving of actuarial reductions**

#### **Regulation 30(8), TP3(1), TPSch 2, para 2(1), B30(5) and B30A(5)**

Employers can agree to waive any actuarial reductions due in the case of employees retiring any time after age 55. For active members voluntarily retiring on or after age 55 and before Normal Pension Age (NPA), who elect under regulation 30(5) of the LGPS Regulations 2013 to immediately draw benefits, and for deferred members and suspended tier 3 ill-health pensioners who elect under regulation 30(5) of the LGPS Regulations 2013 to draw benefits (other than on ill health grounds) on or after age 55 and before NPA.

#### **Group 1 - Members joined before 1 October 2006 and who reached 60 before 1 April 2016**

- To waive on compassionate grounds, any actuarial reductions applied to benefits built up before 1 April 2016, and/or
- To waive, in whole or in part, on any grounds, actuarial reductions applied to benefits built up after 31 March 2016

#### **Group 2 - Members joined before 1 October 2006 and who reach age 60 between 1 April 2016 and 31 March 2020 and also meet their critical retirement age before 1 April 2020 (date member meets the 85-year rule)**

- To waive on compassionate grounds, any actuarial reductions applied to benefits built up before 1 April 2020, and/or
- To waive in whole or in part on any grounds, actuarial reductions applied to benefits built up after 31 March 2020

#### **Group 3 - Members joined before 1 October 2006 and who reach age 60 after 31 March 2020 (or who would reach age 60 between 1 April 2016 and 31 March**

## Regulation and Arun Discretion

2020 and don't meet their critical retirement age before 1 April 2020 (date member meets the 85-year rule)

- To waive on compassionate grounds, any actuarial reductions applied to benefits built up before 1 April 2014, and/or
- To waive, in whole or in part on any grounds, actuarial reductions applied to benefits built up after 31 March 2014

Group 4 - Members joined after 1 October 2006

- To waive on compassionate grounds, any actuarial reductions applied to benefits built up before 1 April 2014, and/or
- To waive, in whole or in part on any grounds, actuarial reductions applied to benefits built up after 31 March 2014

### **Arun Discretion**

Arun will consider waiving actuarial reduction of benefits on compassionate grounds for all the above-mentioned groups.

Compassionate grounds are likely to be considered as follows:

- Looking after a sick relative.
- Ill health where payment of unreduced benefits might not be certified.
- Other exceptional compassionate grounds.

Each case will be considered on an individual basis and will require the agreement of a CMT member in conjunction with the Group Head responsible for Human Resources.

**The following discretions apply to members who left the scheme between 1 April 2008 and 31 March 2014**

Regulation and Arun Discretion
<b>Mandatory Discretions</b>
Whether to “switch on” the 85-year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60 [paragraph 1(1)(c) & 1(2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]
Whether to “switch on” the 85-year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60.  A member with a deferred benefit who left the scheme voluntarily between 1 April 2008 – 31 March 2014 and who has subsequently become a deferred pensioner may now claim their benefits from age 55 without their employer’s consent. However, these benefits will be reduced for early payment.  Where a member has reached the 85-year rule at the point of retirement, an employer can consent to switching on the 85-year rule. Any ‘strain’ to the Fund will be payable immediately by the Scheme employer.
<b>Arun Discretion</b>
Arun does not exercise the discretion to “switch on” the 85-year rule upon the voluntary early payment of deferred benefits.

<b>Whether to ‘switch on’ the 85-year rule upon the voluntary early payment of a suspended tier 3 ill health pension?</b> [paragraph 1(1)(c) & 1(2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]
Whether to “switch on” the 85-year rule for a member with a suspended tier 3 ill-health pension voluntarily drawing benefits (on or after 14 May 2018) on or after age 55 and before age 60.  Where a member has reached the 85-year rule at the point of retirement, an employer can consent to switching on the 85-year rule. Any ‘strain’ to the Fund will be payable immediately by the Scheme employer.
<b>Arun Discretion</b>
Arun does not exercise the discretion to “switch on” the 85-year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60 or upon the voluntary early payment of a suspended tier 3 ill health pension

## Regulation and Arun Discretion

### **Whether to waive upon the voluntary early payment of deferred benefits any actuarial reduction on compassionate grounds?**

[regulation 30(5) of the LGPS (Benefits, Membership and Contributions) Regulations 2007 and paragraph 2(1) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

A member with a deferred benefit who left the scheme voluntarily between 1 April 2008 – 31 March 2014 may now claim their benefits from age 55 without their employer's consent. However, these benefits will be reduced for early payment.

An employer can consent to waiving any reductions, on compassionate grounds, that would normally be applied to deferred benefits which are paid before age 65.

#### **Arun Discretion**

Arun will consider waiving actuarial reduction of deferred benefits paid early on compassionate grounds, where a member retires voluntarily on or after age 55. Circumstances likely to be considered are:

- Looking after a sick relative
- Ill health where payment of unreduced benefits might not be certified.
- Other exceptional compassionate grounds

Each case will be considered on an individual basis and will require the agreement of the Group Head responsible for Human Resources.

### **Whether to waive upon the voluntary early payment of a suspended tier 3 ill health pension, any actuarial reduction on compassionate grounds?**

[regulation 30A(5) of the LGPS (Benefits, Membership and Contributions) Regulations 2007 and paragraph 2(1) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

A member with a suspended tier 3 ill health pension and who left the scheme between 1 April 2008 – 31 March 2014 may now claim for their pension to be brought back into payment from age 55 without their employer's consent. However, these benefits will be reduced for early payment.

An employer can consent to waiving any reductions, on compassionate grounds, that would normally be applied to deferred benefits which are paid before age 65.

#### **Arun Discretion**

Each case will be considered on an individual basis and will require the agreement of the Group Head responsible for Human Resources.

**The following discretions apply to members who left the scheme between 1 April 1998 and before 1 April 2008**

Regulation and Arun Discretion
<b>Whether to ‘switch on’ the 85-year rule upon the voluntary early payment of deferred benefits</b> [paragraph 1 (1) (f) & 1 (2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) regulations 2014]
<p>Whether, as the 85-year rule does not automatically fully apply to members who would otherwise be subject to it and who choose to voluntarily draw their deferred benefits (on or after 14 May 2018) on or after age 55 and before age 60, to switch the 85-year rule back on in full for such members.</p> <p>Deferred members who left the scheme after 1 April 1998 are now able to voluntarily retire between ages 55 and 60. If they were a member of the LGPS on 30 September 2006 then some of their benefits could be protected from reductions applied to early payment under the 85-year rule. This rule only applies automatically to members voluntarily retiring from age 60 but the ceding employer has the discretion to “switch it on” for voluntary retirements between age 55 and 60.</p> <p>Where the employer does not choose to “switch on” the rule, then benefits built up would be subject to reduction in accordance with actuarial guidance issued by the Secretary of State regardless of whether a member meets the rule or not.</p> <p>If the employer does agree to “switch on” the 85-year rule, the employer will have to meet the cost of any strain on fund resulting from the payment of benefits before age 60 i.e., where the member has already met the 85-year rule or will meet it before age 60.</p>
<b>Arun Discretion</b>
Arun does not exercise its discretion to “switch on” the 85-year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60.

<b>Whether to grant applications for the early payment of pension benefits on or after age 50 and before age 55</b> [regulation 31(2) of the LGPS Regulations 1997].
<b>Whether to grant application for early payment of deferred benefits on or after age 50 and before age 55.</b>
A member with a deferred benefit who left the scheme between 1 April 1998 – 31 March 2008 can claim their benefits from age 50 with their employer’s consent.

## Regulation and Arun Discretion

However, these benefits may be reduced for early payment and/or be subject to an unauthorised payment charge under the Finance Act 2004.

### **Arun Discretion**

Arun will consider an application for early payment of deferred benefits on or after age 55 and before age 60. This would normally only be granted in exceptional compassionate circumstances. Whether or not to grant early payment will require the agreement of the Group Head responsible for Human Resources.

### **Whether, on compassionate grounds, to waive any actuarial reduction that would normally be applied to benefits.**

[regulation 31(5) of the LGPS Regulations 1997 and paragraph 2(1) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014].

Whether to waive any actuarial reduction on compassionate grounds which would normally be applied to benefits which are paid before age 65.

Employers should note that the strain cost of any such retirements would need to be met by the employer and paid into the Pension Fund at the appropriate time.

### **Arun Discretion**

Arun will consider waiving actuarial reduction of deferred benefits paid early on exceptional compassionate grounds, where a member retires voluntarily on or after age 55. Circumstances likely to be considered are:

- Looking after a sick relative
- Ill health where payment of unreduced benefits might not be certified.
- Other exceptional compassionate grounds

Each case will be considered on an individual basis and will require the agreement of the Group Head responsible for Human Resources.



**The following discretions apply to members who ceased active membership before 1 April 1998**

Regulation and Arun Discretion
<b>Whether to grant applications for the early payment of deferred pension benefits on or after age 50 and before NRD on compassionate grounds</b> [regulation D11(2)(c) of the LGPS Regulations 1995].
Whether to grant early payment of a deferred benefit on compassionate grounds, on or after age 50 and before NRD.  If granted, these benefits may be reduced for early payment and/or be subject to an unauthorised payment charge under the Finance Act 2004.
<b>Arun Discretion</b>
Arun will consider granting an application for early payment of deferred benefits on or after age 50 for a pre-1.4.98 leaver only on compassionate grounds. Each case will be considered on an individual basis and will require the agreement of the Group Head responsible for Human Resources.

## Part B – Non-mandatory discretions

### **Shared Cost Additional Voluntary Contribution arrangements**

Regulation 17 of the LGPS Regulations 2013 and regulation 15(2A) of the LGPS (Transitional Provisions and Amendment) Regulations 2014

Whether to allow a Shared Cost Additional Voluntary Contribution (SCAVC) arrangement. To determine how much will be allowed to be contributed to the SCAVC arrangement. To define in what circumstances contribution to a SCAVC arrangement will be allowed.

### **Arun Discretion**

The Council will pay SCAVC contributions where an employee has elected to pay AVCs by salary sacrifice. The amount of these employer SCAVC contributions will not exceed the amount of salary sacrificed by the employee. This is a Council discretion which is subject to the employee meeting the Council's conditions for acceptance into the salary sacrifice shared cost AVC scheme and may be withdrawn or changed at any time.

### **Time limit for a member to elect to purchase additional pension by way of a shared cost additional pension contribution (SCAPC) upon return from a period of absence.**

Regulation 16(16) of the LGPS Regulations 2013.

Whether to extend the 30-day deadline for member to elect for a SCAPC upon return from a period of absence from work with permission with no pensionable pay (otherwise than because of illness or injury, relevant child-related leave, or reserve forces service leave)

### **Arun Discretion**

Arun does not exercise the option to contribute towards the cost of purchasing extra pension via a Shared Cost Additional Pension Contribution (SCAPC) entered on or after 1 April 2014.

### **Transfers of Pension Rights**

Regulation 100(6)

Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS.

Where an active member requests to transfer previous pension rights into the LGPS, the member must make a request within in 12 months of becoming an active member.

An employer may allow a longer period than 12 months

### **Arun Discretion**

Where a member asks for an extension of the 12-month option period to elect not to have their deferred benefits aggregated, Arun will grant this discretion where there are sound reasons, normally as follows:

- Member not made aware of the right to aggregate.
- Member not provided with the necessary paperwork.
- Previous delays in providing information within that fund.

This will require the approval of the Group Head responsible for Human Resources and the Pension Administrators.

**Membership Aggregation**

Regulation 22 (7)(b), (8)(b)

Whether to extend the 12-month option period for a member to elect to join deferred benefits to their current employment/membership

The election to keep separate pension benefits must be made within 12 months of becoming an active member, who must be active at the date of election.

An employer may allow a period longer than 12 months

**Arun Discretion**

Arun will consider a limited extension of this period if the member has not been provided with information in a timely way or where evidence indicates that the member made an election within the 12 months', but the election was not received by the Pension Fund Administering Authority.

**Extension of time limit to aggregate pension.**

TP10(6)

Whether to extend the 12-month option period for a member (who did not become a member of the 2014 Scheme by virtue of TP5(1)) to elect that pre-1 April 2014 deferred benefits should be aggregated with a new employment.

**Arun discretion**

Arun will consider a limited extension of this period if the member has not been provided with information in a timely way or where evidence indicates that the member made an election within the 12 months', but the election was not received by the Pension Fund Administering Authority.

**Employee contribution band determination**

R9(1) &amp; R9(3)

Where an active member changes employment or there is a material change which affects the member's pensionable pay during a financial year, the scheme employer may determine that a contribution rate from a different band (as set out in Regulation 9 (2) and subsequent adjustments) should be applied.

**Arun discretion**

The contribution rate paid by active members is determined by reference to pay bands which form part of the contract of employment for an individual. Other variable and non-variable pay which is pensionable is detailed in a list held by HR & Payroll. Arun will review the employee's contribution band from the date the permanent change to pay is applied. Under Scheme rules members also have the option to pay 50% contributions for 50% benefits for a period to be determined by them.

**Whether to include a regular lump sum payment when calculating assumed pensionable pay (APP)?**

R21(5)

In determining Assumed Pensionable Pay (APP), the employer needs to consider whether a lump sum payment made in the previous 12 months is a “regular lump sum”.

**Arun discretion**

The elements which make up pensionable pay for Arun employees are set out on the intranet or from Human Resources. Where a lump sum payment arises and is not covered by the current definition the decision will be made by the Group Head responsible for Human Resources or delegated to the Human Resources Manager in their absence.

**Whether, subject to qualification, to substitute a higher level of pensionable pay when calculating assumed pensionable pay (APP)?**

R21(5A) & R21(B)

When a member is:

- on reduced contractual pay or no pay due to sickness or injury, or
- absent during ordinary maternity, paternity, or adoption leave, or paid shared parental leave, or during paid additional maternity or adoption leave, or
- absent on reserve forces service leave, or
- retires with a Tier 1 or Tier 2 ill health pension, or
- dies in service

Where in the Employer’s opinion, the pensionable pay received in relation to an employment (adjusted to reflect any lump sum payments) in the 3 months (or 12 weeks if not paid monthly) preceding the commencement of Assumed Pensionable Pay (APP), is materially lower than the level of pensionable pay the member would have normally received, decide whether to substitute a higher level of pensionable pay having had regard to the level of pensionable pay received by the member in the previous 12 months.

**Arun Discretion**

This will be considered, in exceptional circumstances and each case should be considered on an individual basis by the Group Head responsible for Human Resources.

- These policies may be subject to review from time to time. Any subsequent change in this Policy Statement will be notified to affected employees.
- If it is decided to amend the policy, no change can come into effect until one month has passed since the date the amended policy statement was published.

- Any changes to this policy will be notified to the Hampshire Pension Services within 1 month of the change.

**Signed on behalf of:**

**Completed by:**  **Position:**

**Signature:**  **Date:**

# Agenda Item 9

## Corporate Support Committee - Work Programme 2023/24

<b>Corporate Support Committee</b>	<b>Lead Officer</b>	<b>Date of Meeting</b>	<b>Time</b>	<b>Full Council Meeting Date</b>
<p>Key Performance Indicators 2022-2026 - Quarter 4 End of year performance report for the period 1 April 2022 to 31 March 2023.</p> <p>Council Vision 2022 – 2023 Annual Report</p> <p>Review of District &amp; Parish Election 2023</p> <p>Work Programme</p>	<p><b>Jackie Follis</b></p> <p><b>Jackie Follis</b></p> <p><b>Lauren Fairs-Browning</b></p>	<p><b>27 June 2023</b></p>	<p>6pm</p>	<p>19 July 2023</p>
<p>Annual Update on Information and Digital Strategy</p> <p>Customer Services – Annual Update</p> <p>Budget Consultation Report</p> <p>Key Performance Report for Q1</p> <p>Sundry Debt Write Offs 2022/23</p> <p>Quarter 1 Budget Monitoring Report</p> <p>Health &amp; Safety Policy</p> <p>Data Protection Policy Update</p> <p>Work Programme</p>	<p><b>Paul Symes</b></p> <p><b>Antony Baden</b></p> <p><b>Antony Baden</b></p> <p><b>Jackie Follis</b></p> <p><b>Antony Baden</b></p> <p><b>Antony Baden</b></p> <p><b>Neil Williamson</b></p> <p><b>Lindsey Reeves</b></p>	<p><b>12 Oct 2023</b></p>	<p>6pm</p>	<p>8 November 2023</p>

Corporate Support Committee - Work Programme 2023/24

Corporate Support Performance Report Quarter 2 & Quarter 3	<b>Jackie Follis</b>	<b>31 January 2024</b>	6pm	21 February 2024 (Special Budget Council)
Committee Budget Report – Service specific – Budget 2024/25	<b>Antony Baden</b>			13 March 2024
Budget Monitoring Report Q2	<b>Antony Baden</b>			
Pay Policy Statement 2023	<b>Karen Pearce</b>			
Microsoft Licence Renewal	<b>Paul Symes</b>			
Electoral Review	<b>Daniel Bainbridge</b>			
Work Programme				
<b>Corporate Support Committee</b>	<b>Lead Officer</b>	<b>Date of Meeting</b>	<b>Time</b>	<b>Full Council Meeting Date</b>
Corporate Complaints (Annual Report)	<b>Lindsey Reeves</b>	<b>30 April 2024</b>	6pm	9 May 2024
Electoral Review	<b>Daniel Bainbridge</b>			
Arun District Council Pension Discretions	<b>Jackie Follis</b>			
Work Programme				